

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
EASTERN DIVISION**

**LEKIMBERLY GIVENS**

**PLAINTIFF**

**vs.**

**Case No.** 2:14cv135-KGB

**ALLSTATE INSURANCE COMPANY**

**DEFENDANT**

**NOTICE OF REMOVAL**

TO: The United States District Court  
Eastern District of Arkansas, Eastern Division

The Circuit Clerk of Phillips County, Arkansas  
620 Cherry Street, Room 206  
Helena, AR 72342

Phillip Allen  
Attorney at Law  
116 So. 4<sup>th</sup> St.  
P. O. Box 2602  
West Helena, AR 72390

This case assigned to District Judge  
and to Magistrate Judge

BANKER

**FILED**  
U.S. DISTRICT COURT  
EASTERN DISTRICT ARKANSAS

NOV 18 2014

JAMES W. McCORMACK, CLERK  
By: [Signature]  
DEP. CLERK

In accordance with 28 U.S.C. §§ 1441 and 1446, Defendant gives notice of the removal of this action from the Circuit Court of Phillips County, Arkansas, to the United States District Court for the Eastern District of Arkansas, Eastern Division. Removal jurisdiction based upon diversity of citizenship, 28 U.S.C. § 1332, is demonstrated by the following:

1. This action was commenced by the filing of a Complaint in the Circuit Court of Phillips County, Arkansas, Civil Division, on October 15, 2014, and was assigned Case No. 54CV-2014-246. A copy of the Complaint and Summons, constituting all documents served upon Defendant in connection with this cause, are attached hereto as Exhibit A. This Notice of Removal is

filed within thirty (30) days (or the first filing day thereafter) of the first delivery of a Summons and Complaint to Defendant, which was on or around October 29, 2014.

2. Allstate Insurance Company is an Illinois corporation with its principal place of business located in the State of Illinois.

3. Plaintiff Lakimberly Givens is a citizen and resident of Phillips County, Arkansas.

4. This is a civil action in which Plaintiff seeks damages, “not to exceed \$74,000.” However, Plaintiff’s damages are clearly above that amount, calculated by Defendant to be \$112,448.24. (See Exhibit B attached hereto, Replacement Cost Estimate for Lakimberly Givens.) Furthermore, Plaintiff refused to enter into a Stipulation whereby Plaintiff and her counsel would stipulate they would claim less than \$75,000.00 at any time during this lawsuit. (See Exhibit C attached hereto.) Accordingly, it is Defendant’s belief Plaintiff, more probably than not, may seek damages in excess of \$75,000.00, exclusive of interest and cost, the amount required for federal jurisdiction.

5. Therefore, this action is one over which a federal district court has original jurisdiction because there is complete diversity of citizenship between the parties pursuant to 28 U.S.C. § 1332, and this case is removable under 28 U.S.C. § 1441(a) under the procedures set forth in 28 U.S.C. § 1446.

6. The United States District Court for the Eastern District of Arkansas, Eastern Division, embraces the county in which the state court

action is now pending. This action may be removed to this Court pursuant to 28 U.S.C. §1441.

7. In accordance with 28 U.S.C. § 1446(d), Defendant will file a copy of this Notice of Removal with the Circuit Clerk of Phillips County, Arkansas, and is serving a copy of the Notice of Removal on counsel for Plaintiff.

8. No admission of fact, law or liability is intended by the filing of this notice, and all defenses, motions and pleas are expressing reserved.


WHEREFORE, Defendant, Allstate Insurance Company, gives notice that this case has been removed from the Circuit Court of Phillips County, Arkansas, Civil Division, to the United States District Court for the Eastern District of Arkansas, Eastern Division.

DATED this 18<sup>th</sup> day of November, 2014.

Respectfully submitted,

MUNSON, ROWLETT, MOORE AND  
BOONE, P.A.  
REGIONS CENTER  
400 W. CAPITOL, SUITE 1900  
LITTLE ROCK, AR 72201  
501/374-6535  
[john.moore@hmrmlaw.com](mailto:john.moore@hmrmlaw.com)

BY:



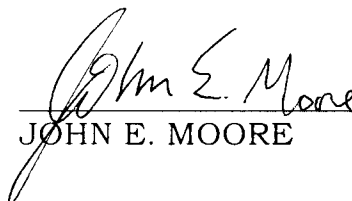
JOHN E. MOORE

82111

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Notice of Removal was forwarded this  
18<sup>th</sup> day of November, 2014 to:

Phillip Allen  
Attorney at Law  
116 So. 4<sup>th</sup> St.  
P. O. Box 2602  
West Helena, AR 72390

  
\_\_\_\_\_  
JOHN E. MOORE

IN THE CIRCUIT COURT OF PHILLIPS COUNTY, ARKANSAS  
DOMESTIC RELATIONS DIVISION

LEKIMBERLY GIVENS

PLAINTIFF

v.

NO. 54CV2014-246

ALLSTATE INSURANCE COMPANY

DEFENDANT

SUMMONS

THE STATE OF ARKANSAS TO DEFENDANT:

ALLSTATE INSURANCE COMPANY  
THE CORPORATION COMPANY, REGISTERED AGENT  
124 WEST CAPITOL AVENUE, SUITE 1900  
LITTLE ROCK, AR 72201-3726

A lawsuit has been filed against you. The relief demanded is stated in the attached Complaint. Within 30 days after service of this summons on you (not counting the day you received it) – or 60 days of you are incarcerated in any jail, penitentiary, or other correctional facility in Arkansas – you must file with the clerk of this court a written answer to the Complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the Plaintiff or Plaintiff's attorney, whose name and address are: PHILLIP ALLEN, P.A., ATTORNEY AT LAW, P.O. BOX 2602, WEST HELENA, AR 72390.

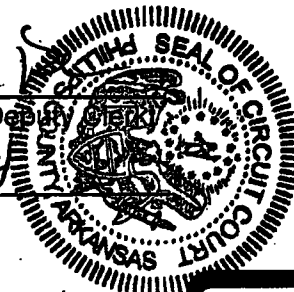
If you fail to respond within the applicable time period, judgment by default may be entered against you for the relief demanded in the Complaint.

  
CLERK OF COURT

Address of Clerk's Office:  
LYNN STILLWELL, CIRCUIT CLERK  
620 Cherry Street  
Helena, AR 72342  
870-338-5515 Phone  
870-338-5595 Fax

  
[Signature of Clerk or Deputy Clerk]

Date: 10-15-14



[SEAL]

EXHIBIT

A

Case No. \_\_\_\_\_ This summons is for \_\_\_\_\_  
(Name of Defendant)

**PROOF OF SERVICE**

☐ I personally delivered the summons and Complaint to the individual at \_\_\_\_\_  
[place] on \_\_\_\_\_ [date]; or

☐ I left the summons and Complaint in the proximity to the individual by \_\_\_\_\_  
after he/she refused to receive it when I offered it to him/her; or

☐ I left the summons and Complaint at the individual's dwelling house or usual place  
of abode at \_\_\_\_\_ [address] with  
\_\_\_\_\_ [name]; a person at least 14 years of age who  
resides there, on \_\_\_\_\_ [date]; or

☐ I delivered the summons and Complaint to \_\_\_\_\_ [name of  
individual], an agent authorized by appointment or by law to receive service of  
summons on behalf of \_\_\_\_\_ [name of defendant] on \_\_\_\_\_  
[date]; or

☐ I am the Plaintiff or an attorney of record for the Plaintiff in this lawsuit, and I served  
the summons and Complaint on the Defendant by certified mail, return receipt  
requested, restricted delivery, as show by the attached signed return receipt.

☐ I am the Plaintiff in this lawsuit, and I mailed a copy of the summons and Complaint by  
first-class mail to the Defendant together with two copies of a notice and  
acknowledgment and received the attached notice and acknowledgment form within  
twenty days after the date of mailing.

☐ Other [specify]: \_\_\_\_\_

☐ I was unable to execute service because: \_\_\_\_\_

My fee is \$ \_\_\_\_\_

Case No. \_\_\_\_\_ This summons is for \_\_\_\_\_  
(name of Defendant)

To be completed if service is by a sheriff or deputy sheriff:

Date: \_\_\_\_\_ SHERIFF OF \_\_\_\_\_ COUNTY, ARKANSAS

BY: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name, title, and badge number]

To be completed if service is by a person other than a sheriff or deputy sheriff:

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
[Signature of server]

\_\_\_\_\_  
[Printed name; and authorization number, if applicable]

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Additional information regarding service or attempted service:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN THE CIRCUIT COURT OF PHILLIPS COUNTY, ARKANSAS  
CIVIL DIVISION

LEKIMBERLY GIVENS

PLAINTIFF

VS.

NO. 54CV2014-246

ALLSTATE INSURANCE COMPANY

DEFENDANT

COMPLAINT

Comes the Plaintiff, LEKIMBERLY GIVENS, by her attorney, Phillip Allen, P.A., Attorney at Law, and for her cause of action against the Defendant, ALLSTATE INSURANCE COMPANY, alleges and states:

1. That the Plaintiff is a citizen and resident of Phillips County, Arkansas. That the Defendant is an insurance company organized and authorized to do business under and by virtue of the laws of the State of Arkansas.
2. That the Defendant, ALLSTATE INSURANCE COMPANY, by and through its authorized agent, issued a Landlord's Policy to Plaintiff, LEKIMBERLY GIVENS, being Policy No. 000995244645. Said policy was in effect on or about May 5, 2014. That said policy is attached hereto. That the Plaintiff, LEKIMBERLY GIVENS, sustained a fire loss at the home she owned on or about May 5, 2014, causing damages and total loss of property.
3. That demand for payment has been made upon the Defendant for total payment of \$74,000.00 under the policy herein described, which at all times was in full

-1-

FILED  
At 9:30 O'Clock PM  
OCT 15 2014  
LYNN STILLWELL  
PHILLIPS COUNTY CIRCUIT CLERK  
By \_\_\_\_\_ D.O.



force and effect with the premiums timely and properly paid. That said Defendant has failed and refused to pay said benefits to which the Plaintiff is entitled.

4. That Plaintiff is entitled to recover a total amount not to exceed \$74,000.00.

5. That pursuant to the laws of the State of Arkansas that Plaintiff is entitled to judgment as referred to hereinabove together with appropriate interest, 12% penalty and a reasonable attorney's fee to be taxed by the Court not to exceed \$74,000.00.

WHEREFORE PREMISES CONSIDERED, Plaintiff, LEKIMBERLY GIVENS request that he be granted judgment against the Defendant, ALLSTATE INSURANCE COMPANY, for her costs herein expended, 12% penalty, interest and attorney fees as by statute provided and for all good and proper relief to which Plaintiff in good conscience may be entitled all not to exceed \$74,000.00.

LEKIMBERLY GIVENS, PLAINTIFF

BY: 

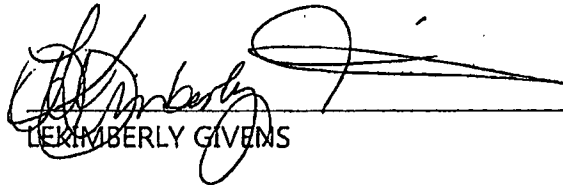
PHILLIP ALLEN, P.A.  
ATTORNEY AT LAW  
AR BAR ID NO. 2001-213  
116 South 4<sup>th</sup> St.  
P.O. Box 2602  
West Helena, AR 72390  
1-870-572-6065

VERIFICATION

STATE OF ARKANSAS

COUNTY OF PHILLIPS

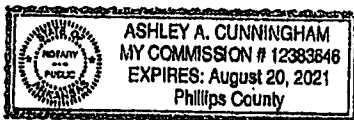
Comes LEKIMBERLY GIVENS and states on oath that the facts set forth in the above and foregoing Complaint are true and correct to the best of her knowledge and belief.

  
LEKIMBERLY GIVENS

Subscribed and sworn to before me this 2 day of October, 2014.

  
NOTARY PUBLIC

(SEAL)



**Allstate Indemnity Company****Allstate.**  
You're in good hands.

## Landlords Package Policy Declarations

### Summary

|   |   |  |
|---|---|--|
| <b>NAMED INSURED(S)</b><br>Lekimberly D Givens<br>707 N Fourth<br>West Helena AR 72390-9302 | <b>YOUR ALLSTATE AGENT IS:</b><br>Steve Henderson Agy<br>1750 Goodman Rd#110<br>Horn Lake MS 38637                  | <b>CONTACT YOUR AGENT AT:</b><br>(662) 280-0630  |
| <b>POLICY NUMBER</b><br>9 95 244645 03/12   | <b>POLICY PERIOD</b><br>Begins on Mar. 12, 2014<br>at 12:01 A.M. standard time,<br>with no fixed date of expiration | <b>PREMIUM PERIOD</b><br>Mar. 12, 2014 to Mar. 12, 2015<br>at 12:01 A.M. standard time |
| <b>LOCATION OF PROPERTY INSURED</b><br>209 North 7 St, West Helena, AR 72390-2503           |   |  |

### **Total Premium for the Premium Period** (Your bill will be mailed separately)

|                              |                   |
|------------------------------|-------------------|
| Premium for Property Insured | \$2,088.37        |
| <b>TOTAL</b>                 | <b>\$2,088.37</b> |

The portion of the total premium shown above that is attributable to coverage for losses caused by "acts of terrorism" to which the federal Program established by the "Terrorism Risk Insurance Act", as amended, applies is \$0.00. SEE THE ENCLOSED "POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE" -- AP8337-2.

PROP \*510000314031257000203002\*



MCD21-3

Information as of  
March 12, 2014Page 1  
AR072N80

**Allstate Indemnity Company**

Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
 For Premium Period Beginning: Mar. 12, 2014

**POLICY COVERAGES AND LIMITS OF LIABILITY**

| COVERAGE AND APPLICABLE DEDUCTIBLES<br>(See Policy for Applicable Terms, Conditions and Exclusions) | LIMITS OF LIABILITY |                 |
|---|---------------------|-----------------|
| Dwelling Protection<br>• \$1,000 All Peril Deductible Applies                                       | \$122,580           |                 |
| Other Structures Protection<br>• \$1,000 All Peril Deductible Applies                               | \$12,258            |                 |
| Personal Property Protection - Reimbursement Provision<br>• \$1,000 All Peril Deductible Applies    | \$6,129             |                 |
| Fair Rental Income Protection   | Refer to Policy     |                 |
| Liability Protection  | \$100,000           | each occurrence |
| Premises Medical Protection   | \$1,000             | each person     |
| Fire Department Charges   | \$500               |                 |

**DISCOUNTS** Your premium reflects the following discounts on applicable coverage(s):  
 Claim Free 1 %

**RATING INFORMATION**

The dwelling is of Frame construction and is occupied by 1 family



Steve Henderson Agt  
1750 Goodman Rd#110  
Horn Lake MS 38637

**Your Quick Insurance Check**

- ✓ Verify the information listed in the Policy Declarations.
- ✓ Please call if you have any questions.
- ✓ File this package safely away.
- ✓ Verify the information on the Address Confirmation Request document; its accuracy could affect your premium.
- ✓ If you haven't paid your premium in full, watch the mail for your bill.

Lekimberly D Givens  
707 N Fourth  
West Helena AR 72390-9302

**Thank you for choosing Allstate Indemnity Company—we're delighted to have you with us!**

**Here's Your Landlords Package Insurance Policy**

Welcome to Allstate Indemnity Company! We've enclosed your Allstate Indemnity Company Landlords Package policy, so you can begin enjoying:

- Quality coverage at competitive prices
- Access to our knowledgeable, helpful agent network
- Peace of mind knowing your insurance provider is one of the most experienced in the industry

**What's In This Package?**

This mailing package contains your insurance documents, including your Policy Declarations—which lists your coverages, premiums and any discounts you're receiving. You'll want to review the Policy Declarations to make sure you're comfortable with the coverage choices you've made.

**Your Bill**

Unless a mortgage company or lienholder pays your insurance premium for you, keep an eye out for your bill, which we'll send separately. But note that if you're enrolled in the Allstate Easy Pay Plan, you won't receive a bill. Instead, we'll send you a statement detailing your payment withdrawal schedule.

(over)

PROP \*S10000314031257000203001\*

00000995244645 072 060 AR



Information as of  
March 12, 2014

NP121

**Have Questions? Please Contact us**

Give your Allstate representative a call at (662) 280-0630 if you have any questions or if you see something that needs updating—coverages, limits, deductibles. For online services, such as making a payment or viewing policy information, you can register at the Customer Care Center on *allstate.com*.

**We Appreciate Your Business**

Thanks again for choosing Allstate—where you get more than great coverage and service. You get Allstate's 75 years of business experience behind you, plus the freedom to manage your policy your way.



Steven P. Sorenson  
President, Allstate Indemnity Company

## Allstate Indemnity Company



**Allstate.**  
You're in good hands.

Policy Number: 8 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

### Your Policy Documents

Your Landlords Package policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Landlords Package Policy form AS84
- Notice of Terrorism Insurance Cov. form AP3337-2
- LPP - Burglary Coverage End. form AS135-1
- Arkansas LPP Amendatory End. form AS236
- LPP - Vandalism Coverage End. form AS134
- Amendatory Endorsement form AP4813

### Important Payment and Coverage Information

The Property Insurance Adjustment condition applies.

Please note: This is not a request for payment. Any adjustments to your premium will be reflected on your next scheduled bill which will be mailed separately.

IN WITNESS WHEREOF, Allstate Indemnity Company has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate Indemnity Company.

Steven P. Sorenson  
President

Mary J. McGinn  
Secretary

PROP \*510000314031257000203003\*



MCD21-3

Information as of  
March 12, 2014

Page 3  
AR072N80

## Allstate Indemnity Company

Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

# Important Notice

## DWELLING PROFILE

Your Coverage A—Dwelling Protection limit is: \$122,580

The Coverage A—Dwelling Protection limit shown above, which is based on information that you have provided to us, is also shown on the enclosed Policy Declarations for your insurance policy.

The decision regarding the limit amount applicable to your Coverage A—Dwelling Protection is your decision to make, as long as, at a minimum, you purchase a Coverage A limit equal to the estimated cost as determined by Allstate and do not exceed maximum coverage limitations established by Allstate (we will let you know if the amount of insurance that you request is greater than that which we allow).

It is important to keep in mind that the minimum Coverage A limit for which we will insure your property reflects an estimated replacement cost based on selected data that was available to us when we made this estimate (this data is described further below). The actual amount it will cost to replace your covered property cannot be known until after a covered total loss has occurred, so it is important that you let us know now, before a covered total loss occurs, if you would like to change your Coverage A limit.

### *How is the replacement cost estimated?*

Many factors can affect the cost to replace your property, including age, size, and type of construction. For example, the estimated replacement cost uses construction data, such as labor and materials that are available to us when we made this estimate. This estimate is also based on characteristics of the property, which include information that you provided to us. Please note that if you have chosen to insure your dwelling for a limit that is greater than our estimate (which is the minimum amount for which we will insure your dwelling), the amount shown above actually reflects this higher amount. If you would like to make any changes to the Coverage A limit, please contact us.

### *Note to customers renewing their policy*

The estimated replacement cost for your property may have changed since your last renewal. This is because Allstate use the property characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor and material rates for your zip code, Allstate takes the property characteristics that you have provided and determines the updated estimated replacement cost. The information about your property's characteristics is provided below.

If the information about your property shown below requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative.

DWELLING STYLE: 1.0 Story(s), 1 Family(s), Built 1980, Living Area 1550 sq. ft.

Condition Average

FOUNDATION: 100% Slab

ADDITIONS: Detached Structures -- Detached Garage - 1 Car (1)

Interior -- Kitchen - Basic (1)

Interior -- Full Bath - Average (1)



## Allstate Indemnity Company

Policy Number: 8 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014



**Allstate.**  
You're in good hands.

DETAIL: Exterior Walls -- Wood Siding 100 %  
Roofing -- Asphalt/Fiberglass Shingle 100 %  
Interior Partitions -- Drywall 100 %  
Interior Partitions -- Less than 10 ft Wall Height 100 %  
Heating & Cooling -- Heat & Central Air Cond. - Avg Cost 100 %

If you have any questions about PIA, or your policy in general, please contact your Allstate representative.

**X67676-2**

PROP \*510000314031257000203004\*



MCD21-3

Information as of  
March 12, 2014

**Page 5**  
AR072N6D

**Allstate Indemnity Company**

Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
 For Premium Period Beginning: Mar. 12, 2014

**Important Notice****Privacy Policy Statement**

Thank you for choosing Allstate. We value you, respect your privacy and work hard protect your personal information.

This statement is provided on behalf of Allstate Insurance Company and the affiliates ("Allstate") listed at the end of this notice. We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

**Our Privacy Assurance**

- We do not sell your personal or medical information to anyone.
- We do not share your information with non-affiliate companies that would use it to contact you about their own products and services, unless permitted pursuant to a joint marketing agreement.
- We require persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We require our employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law: to comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements.

Our privacy practices continue to apply to your information even if you cease to be an Allstate customer.

**What Personal Information Do We Have and Where Do We Get It**

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, social security number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources that may include, but is not limited to, your driving record, claims history, medical information and credit information.

In addition, Allstate and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit [allstate.com](http://allstate.com), web pages you viewed while visiting our site or applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

Also, our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, which can help us to better understand how visitors use [allstate.com](http://allstate.com).

**How We Use and Share Your Personal Information**

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy

Page 1

PROP \*51000031403 1257000203005



WCD21-3

## Allstate Indemnity Company

Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agy (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

- Market our products
- Handle your claim
- Prevent fraud
- Comply with requests from regulatory and law enforcement authorities
- Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:

- Your agent, broker or Allstate-affiliated companies
- Companies that perform services, such as marketing, credit card processing, and performing communication services on our behalf
- Business partners that assist us with tracking how visitors use *allstate.com*.
- Other financial institutions with whom we have a joint marketing agreement
- Other insurance companies that play a role in an insurance transaction with you
- Independent claims adjusters
- A business or businesses that conduct actuarial or research studies
- Those who request information pursuant to a subpoena or court order
- Repair shops and recommended claims vendors

### The Internet and Your Information Security

We use cookies, analytics and other technologies to help us provide users with better service and a more customized web experience. Additionally, our business partners use tracking services, analytics and other technologies to monitor visits to *allstate.com*. The website may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at the bottom of the *allstate.com* homepage.

To learn more, the *allstate.com* Privacy Statement provides information relating to your use of the web site.

This includes, for example, information regarding:

- 1) how we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 2) who should use our web site;
- 3) the security of information over the Internet; and
- 4) links and co-branded sites.

### How You Can Review and Correct Your Personal Information

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:  
Allstate Insurance Company Customer Privacy Inquiries  
P.O. Box 40047  
Roanoke, VA 24022-0047

### Your Preference for Sharing Personal Information

We would like to share your personal information with one or more Allstate affiliates in order to make you aware of different products, services and offers they can provide. However, you can request that Allstate and its affiliate companies not share your personal information with our affiliates for marketing products and services.

**Allstate Indemnity Company****Allstate.**  
You're in good hands.Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agy (552) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

To request that we not allow other Allstate affiliates to use your personal information to market their products and services, you can contact us by calling 1-800-856-2518 twenty-four hours a day, seven days a week. Please keep in mind that it may take up to four weeks to process your request. If you previously contacted us and asked us not to allow other Allstate affiliates to use your personal information, your previous choice still applies and you do not need to contact us again. If you would like to change your previous choice please call the number above at any time.

**We Appreciate Your Business**

Thank you for choosing Allstate. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to keeping you in Good Hands®.

If you have questions or would like more information, please don't hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-Allstate.

We reserve the right to change our Privacy practices, procedures, and terms.

**Allstate Insurance Company**

**Allstate affiliates to which this notice applies:** Allstate County Mutual Insurance Company, Allstate Finance Company, Allstate Financial Services, LLC (LSA Securities in LA and PA), Allstate Fire and Casualty Insurance Company, Allstate Indemnity Company, Allstate Investment Management Company, Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Allstate Motor Club, Inc., Allstate New Jersey Insurance Company, Allstate New Jersey Property and Casualty Insurance Company, Allstate Property and Casualty Insurance Company, Allstate Texas Lloyd's, Allstate Texas Lloyd's, Inc., Allstate Vehicle and Property Insurance Company, Deerbrook General Agency, Inc., Deerbrook Insurance Company, Lincoln Benefit Life Company, North Light Specialty Insurance Company, Northbrook Indemnity Company.

Please Note: Allstate affiliates American Heritage Life Insurance Company, Castle Key Insurance Company and Castle Key Indemnity Company participate in information sharing with the affiliates listed above, but have a separate privacy notice for their customers.

**For California residents:**

Pursuant to California law, we need to disclose to you that we would obtain your consent before sharing medical information for marketing purposes.

**For Montana residents:**

Pursuant to Montana law, you may also request a record of any disclosure of your medical information during the preceding three years. Please send requests to: Allstate Insurance Company Customer Privacy Inquiries, P.O. Box 40047, Roanoke, VA 24022-0047

**For Nevada Residents:**

Allstate is committed to serving you when and where you prefer as we help you protect what you have today and prepare you for the future. To that end, and as Nevada law requires, if you do not want to receive sales calls from Allstate, you have the option to be placed on our Internal "do not call" list. (Please disregard this notice if you have already been added to Allstate's Internal "do not call" list.) You may make this request in the following convenient ways:

- Contact your local Allstate agency
- Call 1-800-ALLSTATE and speak with a customer representative
- Visit allstate.com, click on Contact Us and send us an e-mail
- Write to us at Allstate Insurance Company, Attn: Customer Service, P.O. Box 40047, Roanoke, VA 24022-0047

Page 3

PROP \*510000314031257000203006\*



MCD21-3

## **Allstate Indemnity Company**

Policy Number: 9 95 244645 03/12      Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

In your discussion or correspondence with us, please be sure to provide us with your name, address and all telephone numbers you wish to include on our list. If you have questions about this notice, you may contact us at the address listed above or you may also contact the Nevada Attorney General's office at:

Office of the Nevada Attorney General  
Bureau of Consumer Protection  
555 E. Washington Avenue, Suite 3900  
Las Vegas, NV 89101  
Phone: (702) 486-3132  
Email: BCPINFO@ag.state.nv.us

Please note that Allstate's "do not call" list is limited only to telephone solicitation calls. We may still contact you about your Allstate policy, billing issues, claims and other service matters.

**For Vermont residents:**

We won't share your personal information with Allstate companies for marketing purposes except as allowed by Vermont law.

(ed. 8/2012)

**X66702-1v5**

## Allstate Indemnity Company



**Allstate.**  
You're in good hands.

Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agy (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

## Address Confirmation Request

### *Please Confirm Your Current Address*

As you may know, we base our property insurance rates, in part, on where a customer's property is located. According to our records, the location of the dwelling your property policy covers is:

Address: 209 North 7 St  
City/Village/Township: West Helena  
State: AR  
Zip: 72390-2503  
County: Phillips

We ask that you please review this information to make sure the address we've listed above is accurate. If you see any information that is incorrect, please contact your Allstate representative as soon as possible and provide them with the correct information. Once we receive your updated information, we will send you an Amended Policy Declarations and, if necessary, adjust your insurance premium to reflect the updated information.

If the information above is correct, you do not need to contact us. Feel free to contact your Allstate representative with any questions you may have about this notice.

**X72770**

PROP \*510000314031257000203007\*



## **Allstate Indemnity Company**

Policy Number: 9 95 244545 03/12      Your Agent: Steve Henderson Agg (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

## **Important Notice**

### ***Important Information About Your Allstate Policy***

The enclosed Policy Declarations includes Important Information, such as your address, the coverages and coverage limits you've chosen, the names of insured persons — as well as other details pertinent to your policy. These details may include, for example, for motor vehicle policies, the drivers and vehicles you've insured, as well as the vehicle identification numbers (VIN) assigned to your insured vehicles; and, for property policies, the location of the insured property and mortgagee information, if applicable. Your Policy Declarations also lists any discounts or surcharges applied to your policy.

Because much of the information found on your Policy Declarations is used to help us determine your premium, please be sure to review your Policy Declarations carefully each time you receive one. You may want to add coverage, delete coverage or change your coverage limits — or you may want to change other information relating to your policy, whether it be a motor vehicle, your home or other insured property. You may also want to contact your Allstate representative for information concerning discounts that may be available for your policy.

### ***Making changes to your policy***

If you need to make a change to any of the information listed on your Policy Declarations, please notify your Allstate representative of the change as soon as possible. With a few exceptions, **any changes will be effective as of the date you notify us.**

If you have any questions about this notice, or if you need to update any of the information listed on the enclosed Policy Declarations, please contact your Allstate representative.

**X67097**

## Allstate Indemnity Company



Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

## Important Notice

### ***Important Information about Your Credit-Based Insurance Score***

Please take a moment to read the notice in this mailing that contains important information about our use of credit and your rights under the Fair Credit Reporting Act. In that notice, we explain why we order credit reports. We also explain how important it is for you to check the accuracy of your credit information.

We want you to be aware that certain factor(s) in your credit report(s) adversely affected your credit-based insurance score, and impacted our decision described on the Fair Credit Reporting Act notice following this Insert. The most significant factor(s) are:

The presence of two or fewer accounts within the past five years: Generally, if you have three or more accounts on your credit report, you may receive a more favorable insurance score. However, having too many accounts may also adversely affect an insurance score.

The presence of a collection within the past five years: When we refer to a "collection," this could include collections that were previously paid off or collections on closed accounts. We exclude medical collections that are identified as such. Those with the most favorable insurance scores will typically have no collections on their credit report. Avoiding future collections may lead to a more favorable insurance score.

The average number of months that accounts are listed on the credit report: Generally, the longer your average age of accounts, the more favorable your insurance score will be. Those with the most favorable insurance scores often have an average age of accounts of 14 years or longer. This includes accounts that are closed.

PROP \*510000314031257000203008\*





## **Allstate Indemnity Company**

Policy Number: 995 244645 03/12      Your Agent: Steve Henderson Agt (662) 280-8830  
For Premium Period Beginning: Mar. 12, 2014

If you have any questions about your credit-based insurance score, please contact your insurance representative. You can also contact us about this information at:

Allstate Customer Retention Division  
555 Marriott Drive, Suite 700  
Nashville, TN 37214  
1-800-ALLSTATE

**X67477-1**

## Allstate Indemnity Company

Policy Number: 9 95 244545 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014



**Allstate.**  
You're in good hands.

# Important Notice

## IMPORTANT INFORMATION ABOUT YOUR PREMIUM

### How We Determine Insurance Rates

Thank you for choosing Allstate Indemnity Company.

We understand that our rating process may be unfamiliar to some of our customers, so we want to provide you with a little more information about this process. We determine rates based on the likelihood of experiencing an insurance loss. We believe that customers who are less likely to incur losses should be rewarded with lower premiums. This is why we don't charge every customer the same rate. Instead, we look at various characteristics that have proven to be effective predictors of losses—including credit history—to help us determine the premium for each policy.

### Why We Use Credit Information

We've found a person's credit history to be an effective indicator in predicting the likelihood of an insurance loss. Please keep in mind that we use credit history in addition to, not instead of, our other characteristics. By considering credit history, we can match likelihood of loss to premium even more precisely, and we think that's good. It allows us to keep insurance costs as competitive as possible for the greatest number of policyholders. You can also learn more about our use of credit information by visiting [allstate.com](http://allstate.com).

### How Our Credit Review Impacted You

As we've stated, reviewing credit information allows us to offer customers rates that are more closely aligned with their likelihood of insurance loss.

With this goal in mind, and as permitted by law, we ordered credit report information about you - the named insured on the policy.

Based in whole or in part on the information provided to us by TransUnion, we are unable to offer you a lower rate:

based on the credit information available to us.

### Understanding Your Rights under the Fair Credit Reporting Act

It's very important to us that we use accurate information to establish your premium. So we urge you to understand and exercise your rights under the Fair Credit Reporting Act.

Under Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your credit report(s) from TransUnion if you request it within 60 days of receiving this notice (even if the report did not contain any information regarding credit status). You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with TransUnion the accuracy or completeness of any information in any report furnished by the agency.

We recommend that you obtain and review your report(s) for accuracy. If you find an error, we encourage you to contact TransUnion and request a correction. Once you have done this, please contact us, and we will be happy to re-evaluate your premium based on the corrected information.

PROP \*510000314031257000203009\*



## **Allstate Indemnity Company**

Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

We want you to be aware that TransUnion did not make the decision to take this action and will not be able to provide you with the specific reason(s) why we made this decision. We would be happy to provide this information at your request.

Also, please keep in mind that any changes to your name and address within the past two years may affect the completeness of your credit report information. If your information has changed, please let your insurance representative know.

### **Other Important Contact Information**

To request your free credit report, please contact TransUnion within 60 days of receiving this notice at:

TransUnion National Disclosure Center, 2 Baldwin Place, PO Box 1000, Chester, PA 19022, Phone: (888) 503-0048. Or log on to [www.transunion.com](http://www.transunion.com).

### **Have Questions? Please Contact Your Insurance Representative**

We hope you will take advantage of these rights and help us give you the lowest premium we can provide. If you have any questions about the information contained in this notice, or about your insurance in general, please contact your insurance representative.

**X67392-1v4 (ed.10/10)**

## Allstate Indemnity Company

Policy Number: 9 95 244645 08/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014



**Allstate.**  
You're in good hands.

## Important Notice

***Please notify us of extraordinary circumstances that negatively impacted your credit history information.***

Please contact Allstate if you believe that any of the events set forth below resulted in extraordinary circumstances that may have negatively impacted your credit history information.

- a) Divorce
- b) Death of a Spouse or Member of the Same Household
- c) Involuntary Unemployment
- d) Catastrophic Medical Expense
- e) Care of Adult Dependent
- f) Identity Theft
- g) Long-term Injury, Illness or Disability
- h) Care of a Dependent Grandchild
- i) Domestic violence
- j) Add any additional state-specific events as required by law.

Please contact Allstate at 1-877-304-2644 if you believe your credit history information may have been negatively impacted by extraordinary circumstances. Allstate will send you an Extraordinary Circumstances Appeal Form that you will be asked to complete and return to Allstate along with documentation that supports your appeal. Once your Extraordinary Circumstances Appeal Form and supporting documentation are received, Allstate will be able to determine whether or not you qualify for a lower premium. In any case, you will be notified of the outcome of our review.

Please note that if you wish to pursue this additional review, please contact Allstate within 90 days of the date your policy begins as shown in the policy declarations.

X72269

PROP \*510000314031257000203010\*



## **Allstate Indemnity Company**

Policy Number: 9 95 244645 03/12      Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

## **Important Notice**

### ***Important Addresses and Phone Numbers***

We know that from time to time you may have questions and concerns about your Allstate policy and coverage. If that occurs, we want you to have the appropriate contact information for addressing those concerns. With that in mind, we have included some important addresses and phone numbers below.

#### **Your Agent**

You can always contact your Allstate agent or representative with questions or concerns related to your Allstate policy or coverage. You can locate your agent's name and phone number on your Policy Declarations.

#### **Allstate**

If you prefer, you also may contact Allstate directly at: ---

Customer & Enterprise Services  
PO Box 40047  
Roanoke, VA 24022-0047

In addition, you can call our Allstate Customer Information Center at 1-800-708-6335 with any questions or to register concerns.

#### **Arkansas Insurance Department**

If neither your Allstate agent or representative at the offices listed above can resolve your question or concern, you can always contact the Arkansas Insurance Department's Consumer Services Division:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201  
(501) 371-2640 or (800) 852-5494

Thank you for choosing Allstate to help you protect what you have today and help you prepare for the future.

X3201-6

## Allstate Indemnity Company



Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

## Important Notice

The company listed below uses local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies provide numerous services to customers on the company's behalf. Agencies are paid a commission by the company for selling and servicing the company's insurance policies and may be eligible to receive additional compensation and rewards based on performance.

Allstate Indemnity Company

X72006

PROP \*510000314031257000203011\*



VCD21-3



# Allstate Landlords Package Policy

**ARKANSAS**

**Policy: 9 95 244645 03/12**

**Effective: March 12, 2014**

**Issued to:**  
**Lekimberly D Givens**  
**707 N Fourth**  
**West Helena AR 72390-9302**

**By your Allstate agent:**  
**Steve Henderson Agt**  
**1750 Goodman Rd#110**  
**Horn Lake MS 38637**

**Allstate Indemnity Company**  
**The Company Named in the Policy Declarations**  
**A Stock Company—Home Office: Northbrook, Illinois 60062**

PROP \*610000314031257000203012\*



**AS84**

**Table of Contents****GENERAL**

|   |   |
|---|---|
| Definitions Used in This Policy .....         | 2 |
| Insuring Agreement .....                      | 3 |
| Conformity to State Statutes .....            | 4 |
| Coverage Changes .....                        | 4 |
| Policy Transfer .....                         | 4 |
| Continued Coverage After Your Death .....     | 4 |
| Cancellation .....                            | 4 |
| Misrepresentation, Fraud or Concealment ..... | 5 |
| Charge for Insufficient Funds .....           | 5 |
| Conditional Reinstatement .....               | 5 |
| What Law Will Apply .....                     | 5 |
| Where Lawsuits May Be Brought .....           | 5 |
| Action Against Us .....                       | 6 |
| Arbitration .....                             | 6 |

**SECTION I—YOUR PROPERTY****Coverage A****Dwelling Protection**

|  |   |
|--|---|
| Property We Cover Under Coverage A .....           | 6 |
| Property We Do Not Cover Under<br>Coverage A ..... | 6 |

**Coverage B****Other Structures Protection**

|  |   |
|--|---|
| Property We Cover Under Coverage B .....           | 6 |
| Property We Do Not Cover Under<br>Coverage B ..... | 7 |

Losses We Cover Under Coverages A and B ....7

|   |   |
|---|---|
| Losses We Do Not Cover Under<br>Coverages A and B ..... | 7 |
|---|---|

**Coverage C****Personal Property Protection**

|   |    |
|---|----|
| Property We Cover Under Coverage C .....        | 10 |
| Property We Do Not Cover Under Coverage C ..... | 10 |
| Losses We Cover Under Coverage C .....          | 11 |
| Losses We Do Not Cover Under Coverage C .....   | 12 |

**Coverage D****Fair Rental Income**

|                                      |    |
|--------------------------------------|----|
| We Will Cover Under Coverage D ..... | 14 |
|--------------------------------------|----|

**Section I Additional Protection**

|                                       |    |
|---------------------------------------|----|
| Debris Removal .....                  | 14 |
| Trees, Shrubs, Plants and Lawns ..... | 14 |
| Emergency Removal of Property .....   | 15 |
| Fire Department Charges .....         | 15 |
| Temporary Repairs After a Loss .....  | 15 |
| Arson Reward .....                    | 15 |
| Collapse .....                        | 15 |
| Land .....                            | 16 |

**Section I—Conditions**

|  |    |
|--|----|
| Deductible .....   | 16 |
| Insurable Interest and Our Liability .....   | 16 |
| What You Must Do After a Loss .....  | 16 |
| Our Settlement Options .....   | 17 |
| How We Pay For a Loss .....  | 17 |
| Our Settlement of Loss .....   | 19 |
| Appraisal .....  | 19 |
| Abandoned Property .....   | 19 |
| Mortgagee .....  | 19 |
| Permission Granted to You .....  | 20 |
| Our Rights To Recover Payment .....  | 20 |
| Our Rights To Obtain Salvage .....   | 20 |
| Action Against Us .....  | 20 |
| Loss to A Pair or Set .....  | 20 |
| Glass Replacement .....  | 20 |
| No Benefit to Bailee .....   | 20 |
| Other Insurance .....  | 20 |
| Property Insurance Adjustment .....  | 20 |
| Mold, Fungus, Wet Rot and Dry Rot<br>Remediation as a Direct Result<br>of a Covered Water Loss ..... | 21 |

**SECTION II—LIABILITY AND PREMISES  
MEDICAL PROTECTION****Coverage X****Liability Protection**

|  |    |
|--|----|
| Losses We Cover Under Coverage X .....       | 21 |
| Losses We Do Not Cover Under Coverage X .... | 22 |

**Coverage Y****Premises Medical Protection**

|  |    |
|--|----|
| Losses We Cover Under Coverage Y ..... | 24 |
|--|----|





## Losses We Do Not Cover Under Coverage Y.....24

### Section II—Additional Protection

|                          |    |
|--------------------------|----|
| Claim Expenses.....      | 25 |
| Emergency First Aid..... | 25 |

### Section II Conditions

|  |    |
|--|----|
| What You Must Do After a Loss.....   | 25 |
| What an Injured Person Must Do —<br>Coverage Y—Premises Medical<br>Protection..... | 26 |
| Our Payment of Loss—Coverage Y—<br>Premises Medical Protection.....                | 26 |
| Our Limits of Liability.....   | 26 |
| Bankruptcy.....  | 26 |
| Our Rights to Recover Payment—<br>Coverage X—Liability Protection.....             | 26 |
| Action Against Us.....   | 26 |
| Other Insurance—Coverage X—<br>Liability Protection.....                           | 27 |

### SECTION III—OPTIONAL PROTECTION

#### Optional Coverages You May Buy

|   |    |
|---|----|
| Coverage BC<br>Building Codes.....          | 27 |
| Coverage F<br>Fire Department Charges.....  | 27 |
| Coverage G<br>Loss Assessments.....         | 27 |
| Coverage SD<br>Satellite Dish Antennas..... | 28 |

### GENERAL

#### Definitions Used in This Policy

1. **Bodily injury**—means physical harm to the body, including sickness, disability or disease, and resulting death, except that bodily injury does not include:
  - a) any venereal disease;
  - b) Herpes;

- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

**Under Coverage Y—Premises Medical Protection, bodily injury** means physical harm to the body, including sickness or disease, except that bodily injury does not include:

- a) any venereal disease;
- b) Herpes;
- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

2. **Building structure**—means a structure with walls and a roof.
3. **Business**—means any full or part-time activity of any kind engaged in for economic gain and the use of any part of any premises for such purposes. However, the lawful rental or lease, or holding for rental or lease, of the residence premises will not be considered a business.
4. **Dwelling**—means a one, two, three or four family building structure which is used principally as a private residence and located at the address stated on the Policy Declarations.
5. **Insured person(s)**—means:
  - a) if you are shown on the Policy Declarations as an individual and you are a sole proprietor, you and your resident spouse.
  - b) if you are shown on the Policy Declarations as a partnership or joint



venture, the named partnership or joint venture, including any of its partners or members individually while acting within the course and scope of their duties in connection with the ownership, maintenance or use of the residence premises.

- c) if you are shown on the Policy Declarations as an organization other than a partnership or joint venture, the organization directors, trustees or governors of the organization while acting within the course and scope of their duties in connection with the ownership, maintenance or use of the residence premises.
- d) your employees, while acting within the course and scope of their employment in connection with the ownership, maintenance or use of the residence premises.
- e) any person or organization while acting as your real estate manager for the residence premises.

This policy does not apply to bodily injury, personal injury or property damage arising from the conduct of any partnership, joint venture or organization which is not named on the Policy Declarations as the insured.

- 6. **Occurrence**—means:
  - a) under Coverage X—Liability Protection, an accident during the policy period, including continued and repeated exposure to substantially the same general harmful conditions during the policy period, resulting in bodily injury, personal injury or property damage and arising from the ownership, maintenance or use of the residence premises.
  - b) under Coverage Y—Premises Medical Protection, an accident during the policy period, including continued and repeated exposure to substantially the same general harmful conditions during the policy period, resulting in bodily injury and arising from the ownership,

maintenance or use of the residence premises.

- 7. **Personal injury**—means damages resulting from:
  - a) false arrest; false imprisonment; wrongful detention;
  - b) wrongful entry; invasion of rights of occupancy; wrongful eviction;
  - c) libel; slander; humiliation; defamation of character; invasion of rights of privacy.
- 8. **Property damage**—means physical harm to or destruction of tangible property, including loss of its use resulting from such physical harm or destruction. Property damage does not include theft or conversion of property by an insured person.
- 9. **Rental Unit**—means that portion of your dwelling which forms separate living space intended for tenant occupancy.
- 10. **Residence premises**—means your dwelling, other structures and land located at the address stated on the Policy Declarations.
- 11. **Tenant**—means any person who rents, leases or lawfully occupies a rental unit.
- 12. **Vandalism**—means willful or malicious conduct resulting in damage or destruction of property. Vandalism does not include theft of property.
- 13. **We, us, or our**—means the company named on the Policy Declarations.
- 14. **You or your**—means the person(s), partnership, joint venture, or organization specifically named on the Policy Declarations as the insured.

#### ***Insuring Agreement***

In reliance on the information you have given us, we agree to provide the coverages indicated on the Policy Declarations. In return, you must pay the premium when due, comply with the policy terms



and conditions, and inform us of any change in title or use of the residence premises.

Subject to the terms of this policy, the Policy Declarations shows the location of the residence premises, applicable coverages, limits of liability and premiums. The policy applies only to losses or occurrences that take place during the Policy Period. The Policy Period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

The terms of this policy impose joint obligations on persons defined as an insured person. This means that the responsibilities, acts and failures to act of a person defined as an insured person will be binding upon every other person defined as an insured person.

#### **Conformity To State Statutes**

When a policy provision conflicts with the statutes of the state in which the residence premises is located, the provision is amended to conform to such statutes.

#### **Coverage Changes**

When we broaden coverage during the premium period without charge, you have the broadened coverage if you have purchased the coverage to which the changes apply. The broadened coverage applies on the date the coverage change is effective in your state. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy is based on information you have given us. You agree to cooperate with us in determining if this information is correct and complete. You agree that if this information changes or is incorrect or incomplete, we may adjust your coverage and premium accordingly during the policy period.

Any calculation of your premium or changes in your coverage will be made using the rules, rates and forms on file, if required, for our use in your state. The rates in effect at the beginning of your current premium period will be used to calculate any change in your premium.

#### **Policy Transfer**

You may not transfer this policy to another person or organization without our written consent.

#### **Continued Coverage After Your Death**

If you die, coverage will continue until the end of the premium period for:

1. Your legal representative while acting as such, but only with respect to the residence premises and property covered under this policy on the date of your death.
2. An insured person, and any person having proper temporary custody of your property until a legal representative is appointed and qualified.

#### **Cancellation**

##### **Your Right to Cancel:**

You may cancel this policy by notifying us of the future date you wish to stop coverage.

##### **Our Right to Cancel:**

We may cancel this policy by mailing notice to you at the mailing address shown on the Policy Declarations.

When this policy has been in effect for less than 60 days, and is not a renewal with us, we may cancel this policy for any reason by giving you at least 10 days notice before the cancellation takes effect.

When this policy has been in effect for 60 days or more, or if it is a renewal with us, we may cancel this policy for one or more of the following reasons:

1. non-payment of premium;
2. the policy was obtained by misrepresentation, fraud or concealment of material facts;
3. material misrepresentation, fraud or concealment of material facts in presenting a claim, or violation of any of the policy terms;
4. there has been a substantial change or increase in hazard in the risk we originally accepted; or
5. the dwelling has been condemned by a governmental authority.



If the cancellation is for non-payment of premium, we will give you at least 10 days notice. If the cancellation is for any of the other reasons, we will give you at least 30 days notice.

Our mailing the notice of cancellation to you will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

**Our Right Not to Continue or Renew:**

We have the right not to continue or renew this policy beyond the current premium period. If we do not intend to continue or renew the policy, we will mail you notice at least 30 days before the end of the premium period. Our mailing the notice or nonrenewal to you will be deemed proof of notice.

***Misrepresentation, Fraud or Concealment***

We may void this policy if it was obtained by misrepresentation, fraud or concealment of material facts. If we determine that this policy is void, all premiums paid will be returned to you since there has been no coverage under this policy.

We do not cover any loss or occurrence in which any insured person has concealed or misrepresented any material fact or circumstance.

***Charge for Insufficient Funds***

If at any time, your payment of any premium amount due is made by check, electronic transaction, or other remittance which is not honored because of insufficient funds or a closed account, you will be charged a fee.

***Conditional Reinstatement***

If we mail a cancellation notice because you didn't pay the required premium when due and you then tender payment by check, draft, or other remittance which is not honored upon presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue

which waives the cancellation or reinstates coverage is void. This means that we will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

***What Law Will Apply***

This policy is issued in accordance with the laws of the state in which the residence premises is located and covers property or risks principally located in that state. Subject to the following paragraph, the laws of the state in which the residence premises is located shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other occurrence for which coverage applies under this policy happens outside the state in which the residence premises is located, claims or disputes regarding that covered loss to property, or any other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to property, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

***Where Lawsuits May Be Brought***

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the residence premises is located. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the residence premises is located, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other occurrence for which coverage applies under this policy happens outside the state in which the residence premises is located, lawsuits regarding that covered loss to property, or any other covered



occurrence may also be brought in the judicial district where that covered loss to property, or any other covered occurrence happened.

Nothing in this provision, Where Lawsuits May Be Brought, shall impair any party's right to remove a state court lawsuit to a federal court.

#### **Action Against Us**

No one may bring an action against us unless there has been full compliance with all policy terms.

Any action against us to which neither the Action Against Us provision located in Section I Conditions nor the Action Against Us provision located in Section II Conditions applies must be commenced within one year of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

#### **Arbitration**

Any claim or dispute in any way related to this policy, by an insured person against us or us against an insured person, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a) no arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

## **SECTION I—YOUR PROPERTY**

### **Coverage A Dwelling Protection**

#### **Property We Cover Under Coverage A:**

1. Your dwelling, including attached structures, at the residence premises. Fences, and structures connected to your dwelling by only a fence, utility line, or similar connection, are not considered attached structures.
2. Construction materials and supplies at the residence premises for use in connection with your dwelling.
3. Wall-to-wall carpeting fastened to your dwelling.

#### **Property We Do Not Cover Under Coverage A:**

1. Any structure or other property covered under Coverage B—Other Structures Protection.
2. Land, no matter where located, or the replacement, rebuilding, restoration, stabilization or value of any such land.
3. Satellite dish antennas and their systems, whether or not attached to your dwelling.
4. Construction materials and supplies at the residence premises for use in connection with structures other than your dwelling.

### **Coverage B Other Structures Protection**

#### **Property We Cover Under Coverage B:**

1. Structures at the address shown on the Policy Declarations separated from your dwelling by clear space.
2. Structures connected to your dwelling by only a fence, utility line, or similar connection.



3. Construction materials and supplies at the residence premises for use in connection with structures, other than your dwelling, at the residence premises.
4. Wall-to-wall carpeting fastened to building structures other than your dwelling.
5. Fences at the residence premises, whether or not connected to your dwelling.

***Property We Do Not Cover Under Coverage B:***

1. Any structure or other property covered under Coverage A—Dwelling Protection.
2. Land, no matter where located, or the replacement, rebuilding, restoration, stabilization or value of any such land.
3. Satellite dish antennas and their systems, whether or not attached to a building structure.
4. Construction materials and supplies at the residence premises for use in connection with your dwelling or any structure not located at the residence premises.

***Losses We Cover Under Coverages A and B:***

We will cover sudden and accidental direct physical loss to property described in Coverage A—Dwelling Protection and Coverage B—Other Structures Protection except as limited or excluded in this policy.

***Losses We Do Not Cover Under Coverages A and B:***

- A. We do not cover loss to the property described in Coverage A—Dwelling Protection or Coverage B—Other Structures Protection consisting of or caused by:
  1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
  2. Water or any other substance that backs up through sewers or drains.

3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through, any part of the residence premises.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire, explosion, or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any building structure, other structure or land at the residence premises.

We do cover sudden and accidental direct physical loss caused by actions of civil authority to prevent the spread of fire.



7. The failure by any insured person to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss we cover.

8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an insured person.

9. Intentional or criminal acts of, or at the direction of, an insured person, if the loss that occurs:

- a) may be reasonably expected to result from such acts; or
- b) is the intended result of such acts.

This exclusion applies regardless of whether an insured person is actually charged with, or convicted of, a crime.

10. Collapse of a building structure or any part of a building structure, except as specifically provided in Section I—Additional Protection under item 7, Collapse.

11. Soil conditions, including, but not limited to, corrosive action, chemicals, compounds, elements, suspensions, crystal formations or gels in the soil.

12. Any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:

- a) lead in any form;
- b) asbestos in any form;
- c) radon in any form; or
- d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.

13. a) Wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;

b) Mechanical breakdown;

- c) Growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the ground;
- d) Rust or other corrosion;
- e) Contamination, including, but not limited to, the presence of toxic, noxious, or hazardous gasses, chemicals, liquids, solids or other substances at the residence premises or in the air, land or water serving the residence premises;
- f) Smog, smoke from the manufacturing of any controlled substance, agricultural smudging and industrial operations;
- g) Settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
- h) Insects, rodents, birds or domestic animals. We do cover the breakage of glass or safety glazing materials caused by birds; or
- i) Seizure by government authority.

If any of a) through h) cause the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system within your dwelling, we cover the direct physical damage caused by the water or steam. If loss to covered property is caused by water or steam not otherwise excluded, we will cover the cost of tearing out and replacing any part of your dwelling necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water escaped.

14. Freezing of:

- a) plumbing, fire protective sprinkler systems, heating or air conditioning systems;
- b) household appliances; or

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- c) swimming pools, hot tubs and spas within the dwelling, their filtration and circulation systems; or discharge, leakage or overflow from within a), b) or c) above, caused by freezing, while the building structure or any rental unit in that building structure is vacant, unoccupied or being constructed, unless you have used reasonable care to:
    - a) maintain heat in the building structure including all rental units; or
    - b) shut off the water supply and drain the system and appliances in the building structure.
- 15. Freezing, thawing, pressure or weight of water, snow or ice, whether driven by wind or not. This exclusion applies to:
  - a) fences, pavements, patios, foundations, retaining walls, bulkheads, piers, wharves and docks; and
  - b) swimming pools, hot tubs, spas, their filtration and circulation systems if the swimming pool, hot tub or spa is not located within a heated portion of the dwelling.
- 16. Seepage, meaning continuous or repeated seepage or leakage over a period of weeks, months, or years, of water, steam or fuel:
  - a) from a plumbing, heating, air conditioning or automatic fire protection system or from within a domestic appliance; or
  - b) from within or around any plumbing fixtures, including, but not limited to, shower stalls, shower baths, tub installations, sinks or other fixtures designed for the use of water or steam.
- 17. Theft or burglary.  
 However, we will cover damage to the exterior of covered building structures caused by the breaking in of a burglar or burglars if the dwelling is completed and has not been vacant or unoccupied for more than 90 consecutive days immediately prior to the loss. When we cover damage to the exterior of covered building structures caused by a burglar or burglars, we will also cover damage to interior surfaces of exterior doors and windows damaged by the break-in.
- 18. Vandalism. However, we do cover sudden and accidental direct physical loss caused by fire resulting from vandalism unless your dwelling has been vacant or unoccupied for more than 90 consecutive days immediately prior to the vandalism.
- 19. Any act of a tenant, or guests of a tenant, unless the act results in sudden and accidental direct physical loss caused by:
  - a) fire;
  - b) explosion;
  - c) vehicles;
  - d) smoke. However, we do not cover loss caused by smoke from the manufacturing of controlled substances, agricultural smudging or industrial operations;
  - e) increase or decrease of artificially generated electrical current to electrical appliances, fixtures and wiring;
  - f) bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water;
  - g) water or steam that escapes, due to accidental discharge or overflow, from a plumbing, heating or air conditioning system, an automatic fire protection system, or a household appliance; or
  - h) freezing of a plumbing, heating or air conditioning system or a household appliance.





20. Weather conditions that contribute in any way with a cause of loss excluded under Losses We Do Not Cover Under Coverage A and B to produce a loss.

21. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:

- a) planning, zoning, development, surveying, siting;
- b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c) materials used in repair, construction, renovation or remodeling; or
- d) maintenance

of property whether on or off the residence premises by any person or organization.

B. We do not cover loss to the property described in Coverage A—Dwelling Protection or Coverage B—Other Structures Protection when:

- 1) there are two or more causes of loss to the covered property; and
- 2) the predominant cause(s) of loss is (are) excluded under Items A.1 through A. 21 above.

C. We do not cover loss to the property described in Coverage A—Dwelling Protection or Coverage B—Other Structures Protection consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in Section I Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.

D. We do not cover loss to the property described in Coverage A—Dwelling Protection or Coverage B—Other Structures Protection consisting of or caused by the following. These exclusions apply regardless of whether any other cause contributed concurrently or in any sequence to produce the loss:

- 1) Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

- 2) War or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

#### **Coverage C** **Personal Property Protection**

##### **Property We Cover Under Coverage C:**

Personal property owned or used by an insured person which is rented or held for rental with the residence premises, or used for the service of the residence premises. Coverage applies only while the personal property is on the residence premises, or while it is temporarily removed for repairs.

##### **Property We Do Not Cover Under Coverage C:**

1. Personal property specifically described and insured by this or any other insurance.
2. Animals.
3. Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. We do not cover any motorized land vehicle parts, equipment or accessories. We do, however, cover motorized land vehicles and their parts, equipment and accessories used solely for the service of the residence



premises if not licensed for use on public roads.

4. Aircraft and aircraft parts.
5. Watercraft, including their trailers, furnishings, equipment and motors.
6. Outdoor signs.
7. Property of roomers, boarders or tenants.
8. Any device, cellular communication system, radar signal reception system, accessory or antenna designed for reproducing, detecting, receiving, transmitting, recording or playing back data, sound or picture which may be powered by electricity from a motorized land vehicle or watercraft.
9. Satellite dish antennas and their systems.

***Losses We Cover Under Coverage C:***

We will cover sudden and accidental direct physical loss to the property described in Coverage C—Personal Property Protection, except as limited or excluded in this policy, caused by:

1. Fire or lightning.

However, we do not cover loss caused by fire resulting from vandalism if your dwelling has been vacant or unoccupied for more than 90 consecutive days immediately prior to the vandalism.

2. Windstorm or hail.

We do not cover loss to covered property inside a building structure, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall.

3. Explosion.

4. Riot or Civil Commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke.

We do not cover loss caused by smoke from the manufacturing of controlled substances, agricultural smudging or industrial operations.

8. Falling objects.

We do not cover loss to personal property inside a building structure unless the falling object first damages an exterior wall or roof of the building structure. Damage to the falling object itself is not covered.

9. Weight of ice, snow or sleet which causes damage to personal property in a building structure, but only if the building structure is damaged due to the weight of ice, snow or sleet.
10. Increase or decrease of artificially generated electrical current to electrical appliances, fixtures and wiring.
11. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any building structure on the residence premises. This does not include damage to the glass.
12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water.
13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protection



system, or from a household appliance due to accidental discharge or overflow.

We do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

14. Freezing of a plumbing, heating or air conditioning system or a household appliance.

We do not cover loss to any covered property in a building structure or any rental unit at the residence premises under perils 12), 13), and 14) caused by or resulting from freezing while the building structure or any rental unit in that building structure is vacant, unoccupied or under construction unless you have used reasonable care to:

- a) maintain heat in the building structure including all rental units; or
- b) shut off the water supply and drain the system and appliances in the building structure.

**Losses We Do Not Cover Under Coverage C:**

- A. We do not cover loss to the property described in Coverage C — Personal Property Protection consisting of or caused by:

1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
2. Water or any other substance that backs up through sewers or drains.
3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water

which is drained from a foundation area of a structure.

4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the residence premises.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth.

This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire, explosion, or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any building structure, other structure or land at the residence premises.

We do cover sudden and accidental direct physical loss to covered property caused by actions of civil authority to prevent the spread of fire.

7. The failure by any insured person to take all reasonable steps to save and preserve property when the property is



endangered by a cause of loss we cover.

8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an insured person.
9. Intentional or criminal acts of, or at the direction of, an insured person, if the loss that occurs:
  - a) may be reasonably expected to result from such acts; or
  - b) is the intended result of such acts.

This exclusion applies regardless of whether an insured person is actually charged with, or convicted of, a crime.

10. Any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:
  - a) lead in any form;
  - b) asbestos in any form;
  - c) radon in any form; or
  - d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.
11. Weather conditions that contribute in any way with a cause of loss excluded under Losses We Do Not Cover Under Coverage C to produce a loss.
12. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
  - a) planning, zoning, development, surveying, siting;
  - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c) materials used in repair, construction, renovation or remodeling; or
  - d) maintenance

of property whether on or off the residence premises by any person or organization.

- B. We do not cover loss to the property described in Coverage C—Personal Property Protection when:
  - 1) there are two or more causes of loss to the property; and
  - 2) the predominant cause(s) of loss is (are) excluded under items A.1 through A.12 above.

- C. We do not cover loss to the property described in Coverage C—Personal Property Protection consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in Section I Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.

- D. We do not cover loss to the property described in Coverage C—Personal Property Protection consisting of or caused by the following. These exclusions apply regardless of whether any other cause contributed concurrently or in any sequence to produce the loss:
  - 1) Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.



- 2) War or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

- c) the rental unit was occupied by a tenant within 60 days of the loss and was in the process of being renovated.

**Coverage D**  
**Fair Rental Income**

**We Will Cover Under Coverage D:**

1. Your lost fair rental income resulting from a covered loss, less charges and expenses which do not continue, when a loss we cover under Coverage A—Dwelling Protection makes a rental unit uninhabitable. We will pay for lost fair rental income for the shortest time required to either repair or replace the rental unit, but not to exceed 12 months from the date of the loss which made the rental unit uninhabitable.
2. Your lost fair rental income, less charges and expenses which do not continue, for up to two weeks should civil authorities prohibit use of the dwelling due to a loss at a neighboring premises caused by a peril we insure against under this policy.

However, payments for your lost fair rental income due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any payments paid or payable under Section I Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss.

These periods of time are not limited by the termination of this policy.

This protection begins only after you have given us notice of the covered loss and only if, at the time of the loss, the rental unit was habitable and:

- a) occupied by a tenant; or
- b) you had a signed, written rental agreement for the rental unit, in which case this protection begins on the occupancy date specified in the rental agreement; or

We do not cover loss or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

**Section I Additional Protection**

**1. Debris Removal**

We will pay reasonable expenses you incur to remove debris of covered property damaged by a loss we cover. If the loss to the covered property and the cost of debris removal are more than the Limit Of Liability shown on the Policy Declarations for the covered property, we will pay up to an additional 5% of that limit for debris removal.

**2. Trees, Shrubs, Plants and Lawns**

We will pay up to an additional 5% of the Limit Of Liability shown on the Policy Declarations under Coverage A—Dwelling Protection for loss to trees, shrubs, plants and lawns at the address of the residence premises. We will not pay more than \$500 for any one tree, shrub, or plant, including expenses incurred for removing debris. This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles, theft or collapse of a building structure or any part of a building structure.

We will pay up to \$500 for reasonable expenses you incur for the removal of debris of trees at the address of the residence premises for direct physical loss caused by windstorm, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under Coverage A—Dwelling Protection or Coverage B—Other Structures Protection.

We do not cover trees, shrubs, plants, or lawns grown for business purposes.



**3. Emergency Removal of Property**

We will pay for sudden and accidental direct physical loss to covered property from any cause while removed from the residence premises because of danger from a loss we cover. Protection is limited to a 30 day period from the date of removal. This protection does not increase the limit of liability that applies to the covered property.

**4. Fire Department Charges**

We will pay up to \$500 for service charges made by fire departments called to protect your property from a loss we cover at the residence premises. No deductible applies to this protection.

**5. Temporary Repairs After a Loss**

We will reimburse you up to \$5,000 for the reasonable and necessary cost you incur for temporary repairs to protect covered property from further imminent covered loss following a loss we cover. This coverage does not increase the limit of liability applying to the property being repaired.

**6. Arson Reward**

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under Section I of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

**7. Collapse**

We will cover at the residence premises:

- a) the entire collapse of a covered building structure;
- b) the entire collapse of part of a covered building structure; and
- c) direct physical loss to covered property caused by a) or b) above.

For coverage to apply, the collapse of a building structure specified in a) or b) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss we cover under Section I, Coverage C—Personal Property Protection;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain or snow which collects on a roof;
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

We will not cover the collapse of underground septic tanks, fuel oil tanks, cess pools, cisterns or similar structures.

Loss to an awning, fence, patio, deck, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock is not included, unless the loss is a direct result of the collapse of a building structure or part of a building structure that is a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss we cover under Section I, Coverage C—Personal Property Protection;
- b) weight of persons, animals, equipment or contents; weight of rain or snow which collects on a roof;
- c) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse as referenced herein means the covered building structure or part of the covered building structure has actually fallen down or fallen into pieces unexpectedly and instantaneously. It does not include settling, cracking, shrinking, bulging, expansion, sagging, or bowing. Furthermore, collapse does not include or mean substantial structural impairment or imminent collapse.

This protection does not change the limit of liability applying to the covered property.



### 8. Land

If a sudden and accidental direct physical loss results in both a covered loss to your dwelling, other than the breakage of glass or safety glazing material, and a loss of land stability, we will pay up to \$10,000 for repair costs associated with the land. This includes the costs required to replace, rebuild, stabilize or otherwise restore the land necessary to support that part of your dwelling sustaining the covered loss.

**The Losses We Do Not Cover Under Coverages A and B** reference to earth movement does not apply to the loss of land stability provided under this Additional Protection.

## Section I Conditions

### 1. Deductible

We will pay when a covered loss exceeds the deductible shown on the Policy Declarations. We will then pay only the excess amount, unless we have indicated otherwise in this policy.

### 2. Insurable Interest and Our Liability

In the event of a covered loss, we will not pay for more than an insured person's insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.

### 3. What You Must Do After a Loss

In the event of a loss to any property that may be covered by this policy, you must:

- promptly give us or our agent notice. Report any loss involving theft, vandalism or burglary to the police as soon as possible;
- protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- separate damaged from undamaged personal property. Give us a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost,

actual cash value and the amount of loss claimed.

- give us all accounting records, bills, invoices and other vouchers, or certified copies, which we may reasonably request to examine, and permit us to make copies.
- produce records supporting any claim for loss of fair rental income as often as we reasonably require.
- as often as we reasonably require:
  - show us the damaged property.
  - at our request, submit to examinations under oath, separately and apart from any other person defined as you or insured person, and sign a transcript of the same.
- produce representatives, employees, members of the insured's household or others to the extent it is within the insured person's power to do so; and
- cooperate with us in the investigation or settlement of the claim, including providing available information concerning tenants; and
- within 60 days after the loss, give us a signed, sworn proof of the loss. This statement must include the following information:
  - the date, time, location and cause of the loss;
  - the interest insured persons and others have in the property, including any encumbrances;
  - the actual cash value and amount of loss for each item damaged, destroyed or stolen;
  - any other insurance that may cover the loss;
  - any changes in title, use, occupancy or possession of the property that have occurred during the policy period;
  - at our request, the specifications of any damaged building structure or other structure.



We have no duty to provide coverage under this section if you, an insured person, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to us.

Declarations shows that the Personal Property Reimbursement provision applies, and the property is not excluded from the Personal Property Reimbursement provision.

4. **Our Settlement Options**  
In the event of a covered loss, we have the option to:
- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen covered property with property of like kind and quality within a reasonable time; or
  - b) pay for all or any part of the damaged, destroyed or stolen property as described in Condition 5 How We Pay For a Loss.

- b) **Actual Cash Value.** If you do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the Limit Of Liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

Within 30 days after we receive your signed, sworn proof of loss, we will notify you of the option or options we intend to exercise.

If applicable, you may make claim for additional payment as described in paragraph c) and paragraph d) below if you repair or replace the damaged, destroyed or stolen covered property within 180 days of the actual cash value payment.

5. **How We Pay For a Loss**  
Under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection and Coverage C—Personal Property Protection, payment for covered loss will be by one or more of the following methods:

- c) **Building Structure Reimbursement.** Under Coverage A—Dwelling Protection and Coverage B—Other Structures Protection, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a building structure damaged by a covered loss.

- a) **Special Payment.** At our option, we may make payment for a covered loss before you repair, rebuild or replace the damaged, destroyed or stolen property if:
  - 1) the whole amount of loss for property covered under Coverage A—Dwelling Protection and Coverage B—Other Structures Protection, without deduction for depreciation, is less than \$2,500 and the property is not excluded from the Building Structure Reimbursement provision; or;
  - 2) the whole amount of loss for property covered under Coverage C—Personal Property Protection, without deduction for depreciation, is less than \$2,500, your Policy

This additional payment shall not include any amounts which may be paid or payable under Section I Conditions — Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss, and shall not be





payable for any losses excluded in Section I—Your Property, under Losses We Do Not Cover Under Coverages A and B, Item C.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the building structure(s) for equivalent construction for the same use on the same premises;
- 2) the amount actually and necessarily spent to repair or replace the damaged building structure(s) with equivalent construction for the same use on the same premises; or
- 3) the Limit Of Liability applicable to the building structure(s) as shown on the Policy Declarations for Coverage A—Dwelling Protection or Coverage B—Other Structures Protection, regardless of the number of building structures and structures other than building structures involved in the loss.

If you replace the damaged building structure(s) at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure Reimbursement described above. The amount payable under Building Structure Reimbursement described above does not include the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to building structures and the smallest of 1), 2), or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under Coverage C—Personal Property Protection;
- 2) property covered under Coverage B—Other Structures Protection that is not a building structure;
- 3) wall-to-wall carpeting, ceramic or vinyl floor coverings, hardwood floors, built-in appliances, fences, awnings and outdoor antennas whether or not fastened to a building structure; or
- 4) land.

Payment under a, b, or c above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, relocation or demolition of building structures or other structures.

- d) Personal Property Reimbursement. When the Policy Declarations shows that the Personal Property Reimbursement provision applies under Coverage C—Personal Property Protection, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered personal property within 180 days of the actual cash value payment.

Personal Property Reimbursement payment will not exceed the smallest of the following amounts:

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
- 2) the cost of repair or restoration; or
- 3) the Limit Of Liability shown on the Policy Declarations for Coverage C—Personal Property Protection.

Personal Property Reimbursement will be limited to the difference between any actual cash value payment made for the covered loss to personal



property and the smallest of 1), 2), or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under Coverage A—Dwelling Protection or Coverage B—Other Structures Protection;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
- 3) articles whose age or history contribute substantially to their value. This includes, but is not limited to, memorabilia, souvenirs and collector's items;
- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss; or
- 5) wall-to-wall carpeting.

**6. Our Settlement of Loss**

We will settle any covered loss with you unless some other person or entity is named in the policy. We will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between you and us, an appraisal award, or by a court judgment.

**7. Appraisal**

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual

cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and to us, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by the appraisers or an appraiser and the umpire will determine the amount of loss.

Each party will pay the appraiser it chooses and equally bear expenses for the umpire and all other appraisal expenses.

**8. Abandoned Property**

We are not obligated to accept any property or responsibility for any property abandoned by an insured person.

**9. Mortgagees**

A covered loss will be payable to the mortgagees named on the Policy Declarations to the extent of their interest and in the order of precedence. All provisions of Section I of this policy apply to these mortgagees.

We will:

- a) protect the mortgagee's interest in a covered building structure in the event of an increase in hazard, intentional or criminal acts of, or directed by, an insured person, failure by any insured person to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and
- b) give the mortgagee at least 10 days notice if we cancel this policy.

The mortgagee will:

- a) furnish proof of loss within 60 days after notice of the loss if an insured person fails to do so;
- b) pay upon demand any premium due if an insured person fails to do so;
- c) notify us in writing of any change of ownership or occupancy or any



increase in hazard of which the mortgagee has knowledge;

- d) give us the mortgagee's right of recovery against any party liable for loss; and
- e) after a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision shall apply to any trustee, loss payee or other secured party.

#### 10. Permission Granted to You

- a) The residence premises may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy for specific perils. A building structure under construction is not considered vacant or unoccupied.
- b) You may make alterations, additions or repairs, and you may complete structures under construction.

#### 11. Our Rights to Recover Payment

When we pay for any loss, an insured person's rights to recover from anyone else become ours up to the amount we have paid. An insured person must protect these rights and help us enforce them.

You may waive your rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

#### 12. Our Rights to Obtain Salvage

We have the option to take all or any part of the damaged or destroyed covered property upon replacement by us or payment of the agreed or appraised value.

We will notify you of our intent to exercise this option within 30 days after we receive your signed, sworn proof of loss.

When we settle any loss caused by theft or disappearance, we have the right to obtain

all or part of any property which may be recovered. An insured person must protect this right and inform us of any property recovered. We will inform you of our intent to exercise this right within 10 days of your notice of recovery to us.

#### 13. Action Against Us

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which Section I Conditions applies, unless:

- a) there has been full compliance with all policy terms; and
- b) the action is commenced within one year after the inception of loss or damage.

#### 14. Loss to a Pair or Set

If there is a covered loss to a pair or set, we may:

- a) repair or replace any part of the pair or set to restore it to its actual cash value before the loss; or
- b) pay the difference between the actual cash value of the pair or set before and after the loss.

#### 15. Glass Replacement

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

#### 16. No Benefit to Bailee

This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

#### 17. Other Insurance

If both this insurance and other insurance apply to a loss, we will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a covered loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.

#### 18. Property Insurance Adjustment

When the Policy Declarations indicates that the Property Insurance Adjustment Condition

Page 20

PROP \*610000314031257000203022\*



applies, you agree that, at each policy anniversary, we may increase the limit of liability shown on the Policy Declarations for Coverage A—Dwelling Protection to reflect one of the following:

- a) the rate of change in the Index identified in the Important Payment and Coverage Information section of the Policy Declarations. The limit of liability for Coverage A—Dwelling Protection for the succeeding premium period will be determined by changing the existing limit in proportion to the change in the Index between the time the existing limit was established and the time the change is made. The resulting amount will be rounded to the nearest \$1000; or
- b) the minimum amount of insurance coverage we are willing to issue for the succeeding premium period under Coverage A—Dwelling Protection for your dwelling and other property we cover under Coverage A—Dwelling Protection.

Any adjustment in the limit of liability for Coverage A—Dwelling Protection will result in an adjustment in the limit of liability for Coverage B—Other Structures Protection and Coverage C—Personal Property Protection in accordance with our manual of Rules and Rates.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by us at the time a change in limits is made.

We will not reduce the limit of liability shown on the Policy Declarations without your consent. You agree that it is your responsibility to ensure that each of the limits of liability shown on the Policy Declarations are appropriate for your insurance needs. If you want to increase or decrease any of the limits of liability shown on the Policy Declarations, you must contact us to request such a change.

19. **Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**  
In the event of a covered water loss under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection, we will pay up to \$5,000 for mold, fungus, wet rot or dry rot remediation.

Remediation means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection damaged by a covered water loss. Remediation also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This does not increase the limits of liability under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection or Coverage C—Personal Property Protection.

## **SECTION II—LIABILITY PROTECTION AND PREMISES MEDICAL PROTECTION**

### **Coverage X Liability Protection**

#### **Losses We Cover Under Coverage X:**

Subject to the terms, conditions and limitations of this policy, we will pay compensatory damages which an insured person becomes legally obligated to pay because of bodily injury, personal injury, or property damage arising from a covered occurrence. We will not pay any punitive or exemplary damages, fines or penalties.

We may investigate or settle any claim or suit for covered damages against an insured person. If an insured person is sued for these damages, we will provide a defense with counsel of our choice, even



If the allegations are groundless, false or fraudulent. We are not obligated to defend any suit or pay any claim or judgment after we have exhausted our limit of liability.

**Losses We Do Not Cover Under Coverage X:**

1. We do not cover bodily injury, personal injury, or property damage intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, an insured person. This exclusion applies even if:
  - a) an insured person lacks the mental capacity to govern his or her conduct;
  - b) such bodily injury, personal injury or property damage is of a different kind or degree than intended or reasonably expected; or
  - c) such bodily injury, personal injury, or property damage is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an insured person is actually charged with, or convicted of, a crime.

2. We do not cover bodily injury or personal injury to an insured person.
3. We do not cover property damage to any:
  - a) property owned by an insured person;
  - b) property owned by others which an insured person agreed to insure or for which an insured person agreed to be responsible; or
  - c) property rented to, occupied or used by, or in the care of an insured person.
4. We do not cover bodily injury or personal injury to any person eligible to receive benefits required to be provided or voluntarily provided by an insured person under any workers compensation law, non-occupational disability law, occupational disease law, disability benefits law, or any other similar law.

5. We do not cover bodily injury, personal injury or property damage arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any:
  - a) aircraft;
  - b) watercraft; or
  - c) motorized land vehicle or trailer other than lawn and garden implements under 40 motor horsepower.
6. We do not cover bodily injury, personal injury or property damage arising out of the negligent supervision by an insured person of any person.
7. We do not cover any liability imposed on any insured person by any governmental authority arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any:
  - a) aircraft;
  - b) watercraft; or
  - c) motorized land vehicle or trailer other than lawn and garden implements under 40 motor horsepower.
8. We do not cover bodily injury or personal injury which results in any manner from any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:
  - a) lead in any form;
  - b) asbestos in any form;
  - c) radon in any form; or
  - d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.

However, we do cover bodily injury which results from the sudden and accidental discharge, dispersal, release or escape of carbon monoxide from a heating system, an appliance for heating water, or a household appliance located at the residence premises.

9. We do not cover property damage consisting of or caused by any type of

Page 22

PROP \*610000314031257000203023\*



- vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:
- lead in any form;
  - asbestos in any form;
  - radon in any form; or
  - oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.
10. We do not cover any liability imposed upon any insured person by any governmental authority for bodily injury or personal injury which results in any manner from, or for property damage consisting of or caused by, any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:
- lead in any form;
  - asbestos in any form;
  - radon in any form; or
  - oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.
11. We do not cover any loss, cost or expense arising out of any request, demand, or order that any insured person test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or access the effects of any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:
- lead in any form;
  - asbestos in any form;
  - radon in any form; or
  - oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.
12. We do not cover bodily injury, personal injury or property damage arising out of the rendering of, or failure to render, professional services by an insured person.
13. We do not cover bodily injury, personal injury or property damage arising out of the past or present business activities of an insured person.
14. We do not cover bodily injury, personal injury or property damage arising out of any premises, other than the residence premises, owned, rented or controlled by an insured person.
15. We do not cover bodily injury, personal injury or property damage arising from any contract or agreement, whether written or oral.
16. We do not cover bodily injury, personal injury or property damage caused by war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.
17. We do not cover bodily injury, personal injury or property damage for which an insured person may be held legally liable arising out of the sale, distribution, manufacture, service, use or gift or any alcoholic beverage(s) or any controlled or illegal substances.
18. We do not cover personal injury caused by a violation of a law or ordinance committed:
- by an insured person; or
  - with an insured person's knowledge or consent.
19. We do not cover personal injury to any person if the personal injury arises from that person's employment by an insured person.
20. We do not cover personal injury arising from the publication of libelous or defamatory remarks or from the utterance of slanderous or defamatory remarks:
- if the initial publication or utterance of the same or similar material by or on behalf of an insured person occurred prior to the effective date of this insurance.



- b) made by or at the direction of an insured person with awareness of the falsity of such remarks.

21. We do not cover personal injury arising from illegal discrimination.
22. We do not cover bodily injury, personal injury or property damage which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.
23. We do not cover any liability imposed upon any insured person by any governmental authority for bodily injury, personal injury or property damage which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

**Coverage Y**  
**Premises Medical Protection**

**Losses We Cover Under Coverage Y:**

We will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services; ambulance, hospital, licensed nursing and funeral services; and prosthetic devices, eye glasses, hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an occurrence resulting in bodily injury covered by this part of the policy.

Payment will be made only if bodily injury:

1. arises from a condition on the residence premises or immediately adjoining ways; or
2. arises from an occurrence for which indemnification is provided under Coverage X—Liability Protection of this policy.

**Losses We Do Not Cover Under Coverage Y:**

1. We do not cover any bodily injury intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, an insured person.

This exclusion applies even if:

- a) an insured person lacks the mental capacity to govern his or her conduct;
- b) such bodily injury is of a different kind or degree than intended or reasonably expected; or
- c) such bodily injury is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether an insured person is actually charged with, or convicted of, a crime.

2. We do not cover bodily injury to any person eligible to receive benefits required to be provided or voluntarily provided by an insured person under any workers compensation law, non-occupational disability law, occupational disease law, disability benefits law, or any other similar law.
3. We do not cover bodily injury arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any:
  - a) aircraft;
  - b) watercraft; or
  - c) motorized land vehicle or trailer other than lawn and garden implements under 40 motor horsepower.
4. We do not cover bodily injury arising out of the negligent supervision by an insured person of any person.
5. We do not cover any bodily injury to an insured person.
6. We do not cover bodily injury which results in any manner from any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants, including, but not limited to:
  - a) lead in any form;
  - b) asbestos in any form;
  - c) radon in any form; or
  - d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.

Page 24

PROP \*610000314031257000203024\*



However, we do cover bodily injury which results from the sudden and accidental discharge, dispersal, release or escape of carbon monoxide from a heating system, an appliance for heating water, or a household appliance located at the residence premises.

7. We do not cover bodily injury arising out of the rendering of, or failure to render, professional services by an insured person.
8. We do not cover bodily injury to any person arising out of a professional service being conducted on the residence premises by any person.
9. We do not cover bodily injury caused by war or warlike acts, including, but not limited to, insurrection, rebellion or revolution.
10. We do not cover bodily injury to any person if the bodily injury arises from that person's employment by an insured person.
11. We do not cover bodily injury:
  - a) to a tenant if the bodily injury occurs on the part of the residence premises rented from an insured person; or
  - b) to an employee of a tenant if the bodily injury arises out of employment by the tenant.
12. We do not cover bodily injury to any person engaged in:
  - a) maintenance or repair of the residence premises;
  - b) alteration, demolition or new construction at the residence premises.
13. We do not cover bodily injury arising out of the sale, distribution, manufacture, service, use or gift of any alcoholic beverage(s) or any controlled or illegal substances.
14. We do not cover bodily injury or personal injury which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

## **Section II—Additional Protection**

We will pay, in addition to the applicable limits of liability:

### **1. Claim Expense**

We will pay:

- a) all costs we incur in the settlement of any claim or the defense of any suit against an insured person;
- b) interest accruing on damages awarded until such time as we have paid, formally offered, or deposited in court the amount for which we are liable under this policy. Interest will be paid only on damages which do not exceed our limits of liability;
- c) premiums on bonds required in any suit we defend; we will not pay bond premiums in an amount that is more than our Coverage X—Liability Protection limit of liability. We have no obligation to apply for or furnish bonds;
- d) Up to \$150 per day for loss of wages and salary when we ask you to attend trials and hearings;
- e) any other reasonable expenses incurred by an insured person at our request.

### **2. Emergency First Aid**

We will pay reasonable expenses incurred by an insured person for first aid to other persons at the time of an occurrence involving bodily injury covered under this policy.

## **Section II Conditions**

### **1. What You Must Do After a Loss**

In the event of bodily injury, personal injury or property damage, you must do the following:

- a) Promptly notify us or our agent stating:
  - 1) your name and policy number;
  - 2) the date, the place and the circumstances of the loss;
  - 3) the name and address of anyone who might have a claim against an insured person;





- 4) the names and addresses of any witnesses.
- b) Promptly send us any legal papers relating to the loss.
- c) At our request, an insured person will:
  - 1) cooperate with us and assist us in any matter concerning a claim or suit;
  - 2) help us enforce any right of recovery against any person or organization who may be liable to an insured person;
  - 3) attend any hearing or trial;
  - 4) assist us by collecting and giving evidence and obtaining witnesses.

Any insured person will not voluntarily pay any money, assume any obligations, or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

**2. What an Injured Person Must Do — Coverage Y — Premises Medical Protection**  
If someone is injured, that person, or someone acting for that person, must do the following:

- a) Promptly give us written proof of the loss. If we request, this must be done under oath.
- b) Give us written authorization to obtain copies of all medical records and reports.
- c) Permit doctors we select to examine the injured person as often as we may reasonably require.

**3. Our Payment of Loss — Coverage Y — Premises Medical Protection**

We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by us or an insured person.

**4. Our Limits of Liability**

Regardless of the number of insured persons, injured persons, claims, claimants or policies involved, our total liability under Coverage X — Liability Protection for damages resulting from one occurrence will

not exceed the Limit Of Liability shown on the Policy Declarations. All bodily injury, personal injury and property damage resulting from continuous or repeated exposure to the same general conditions is considered the result of one occurrence. Our total liability under Coverage Y — Premises Medical Protection for all medical expenses payable for bodily injury to any one person shall not exceed the each person Limit Of Liability shown on the Policy Declarations.

**5. Bankruptcy**

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an insured person.

**6. Our Rights to Recover Payment — Coverage X — Liability Protection**

When we pay any loss, an insured person's right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them.

**7. Action Against Us**

- a) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.
- b) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under Coverage X — Liability Protection, unless the obligation of an insured person to pay has been finally determined either by judgment against the insured person after actual trial, or by written agreement of the insured person, injured person and us, and the action against us is commenced within one year of such judgment or agreement.
- c) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under



**Coverage Y—Premises Medical Protection**, unless such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred.

- d) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Section II—Additional Protection**, unless such action is commenced within one year after the date the claim expenses or emergency first aid expenses for which coverage is sought were actually incurred.
- e) No one shall have any right to make us a party to an action to determine the liability of an insured person.

**8. Other Insurance—Coverage X—Liability Protection**

This insurance is excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

**SECTION III—OPTIONAL PROTECTION**

**Optional Coverages You May Buy**

The following optional coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

**1. Coverage BC  
Building Codes**

We will pay up to 10% of the amount of insurance on the Policy Declarations under **Coverage A—Dwelling Protection** to comply with local building codes after covered loss to your dwelling or when repair or replacement results in increased cost due to the enforcement of any building codes, ordinances or laws regulating the construction,

reconstruction, maintenance, repair or demolition of your dwelling.

**2. Coverage F**

**Fire Department Charges**

The \$500 limit applying to the fire department service charges under **Section I Additional Protection** is increased to the amount shown on the Policy Declarations.

**3. Coverage G**

**Loss Assessments**

If your ownership of your dwelling requires that you be a member of, and subject to the rules of, an association governing areas held in common by all building owners as members of the association, we will pay your share of any special assessment charged against all building owners by the association up to the Limit Of Liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss we cover under **Section I** of this policy; or
- b) bodily injury or property damage covered under **Section II** of this policy.

However, this optional coverage shall apply only to special assessments made as a result of covered losses occurring while this optional coverage is in force.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

We will pay only when the assessment levied against the insured person, as a result of any one loss, for bodily injury or property damage exceeds \$500 and then only for the amount of such excess. This coverage is not subject to any deductible applying to **Section I** of this policy.



In the event of an assessment, this coverage is subject to all the exclusions applicable to Sections I and II of this policy and the Section I and II Conditions, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

**4. Coverage SD**

**Satellite Dish Antennas**

**Coverage C — Personal Property Protection** is extended to pay for sudden and accidental direct physical loss to your satellite dish antennas and their systems on your residence premises, subject to the provisions of **Coverage C — Personal Property Protection**. The amount of coverage is shown on the Policy Declarations.

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## Allstate Indemnity Company



Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (652) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

### Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

*This Endorsement Changes Your Policy—Keep It With Your Policy*

#### Arkansas Amendatory Endorsement Landlords Package Policy — AS236

- I. The General section is amended as follows:
- A. The following definition is added to Definitions Used in This Policy:

**Punitive or exemplary damages** — means damages that may be imposed to punish a wrongdoer and/or to deter others from similar conduct.

- B. The Cancellation provision is replaced by the following:

**Cancellation:**

**Your Right to Cancel:**

You may cancel this policy by notifying us of the future date you wish to stop coverage.

**Our Right to Cancel:**

We may cancel this policy by mailing notice to you at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with us, we may cancel this policy for any reason by mailing you at least 20 days' notice before the cancellation takes effect. If the cancellation is for non-payment of premium, we will give you at least 10 days' notice.

When this policy has been in effect for 60 days or more, or if it is a renewal with us, we may cancel this policy for one or more of the following reasons.

- 1) non-payment of premium;
- 2) fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- 3) the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- 4) violation of any local fire, health, safety, building, or contraction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy; or
- 5) a material violation of a material provision of the policy.

If the cancellation is for non-payment of premium, we will give you at least 10 days' notice. If the cancellation is for any of the other reasons, we will mail you at least 20 days' notice.

Any unearned premium amounts under \$2.00 will be refunded only upon your request.



## Allstate Indemnity Company

Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

Our mailing the notice of cancellation to you will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

### Our Right Not to Continue or Renew:

We have the right not to renew or continue the policy beyond the current premium period. If we don't intend to continue or renew the policy, we will mail you a notice at least 30 days before the end of the premium period. Our mailing the notice of nonrenewal to you will be deemed proof of notice.

C. The provision entitled **Action Against Us** is deleted.

### II. In Section I—Conditions the following changes are made:

- A. Under Item 5, **How We Pay For A Loss**, sub-item c) **Building Structure Reimbursement** is replaced by the following:
- c) **Building Structure Reimbursement.** Under **Coverage A—Dwelling Protection** and **Coverage B—Other Structures Protection**, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a building structure damaged by a covered loss.

This additional payment shall not include any amounts which may be paid or payable under **Section I, Conditions—Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Water Loss**, and shall not be payable for any losses excluded in **Section I—Your Property**, under **Losses We Do Not Cover Under Coverages A and B, Item 25**.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the building structure(s) for equivalent construction for similar use on the same premises;
- 2) the amount actually and necessarily spent to repair or replace the damaged building structure(s) with equivalent construction for similar use on the same residence premises; or
- 3) the limit of liability applicable to the building structure(s) as shown on the Policy Declarations for **Coverage A—Dwelling Protection** or **Coverage B—Other Structures Protection**, regardless of the number of the building structures and structures other than building structures involved in the loss.

If you replace the damaged building structure(s) at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure reimbursement described above. The amount payable under Building Structure Reimbursement described above does not include the value of any land associated with replacement structure(s).

**Allstate Indemnity Company**

Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
 For Premium Period Beginning: Mar. 12, 2014

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to building structures and the smallest of 1), 2), or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under Coverage C — Personal Property Protection;
- 2) Property covered under Coverage B — Other Structures Protection that is not a building structure;
- 3) wall-to-wall carpeting, ceramic or vinyl floor coverings, hardwood floors, built-in appliances, fences, awnings and outdoor antennas whether or not fastened to a building structure; or
- 4) land.

Payment under "a", "b", or "c" above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, relocation or demolition of building structures or other structures.

**B. Item 7, Appraisal is replaced by the following:**

**7. Appraisal**

If you and we fail to agree on the amount of loss, either party may make written request for a voluntary and non-binding appraisal. If you and we agree to the appraisal, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after you and we agree to the appraisal. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and to us, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by the appraisers or an appraiser and the umpire will determine the amount of loss. Each party has a right to trial on all issues in a court of competent jurisdiction. Costs, including attorney fees, are to be paid by the party incurring them.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

**C. Item b) of the "We will:" paragraph, under the "Mortgagee" provision, is replaced by the following.**

**We will:**

- b) give the mortgagee at least 10 days notice if we cancel this policy for non-payment of premium, or mail at least 20 days notice if we cancel for any other reason.

**D. Item 13, Action Against Us, is replaced by the following:**

**13. Action Against Us**

No one may bring an action against us unless there has been full compliance with all policy terms.



## **Allstate Indemnity Company**

Policy Number: 9 95 244545 03/12 Your Agent: Steve Henderson Agt (552) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

III. In Section II Conditions, the following change is made:

A. Item 7, **Action Against Us**, is replaced by the following:

7. **Action Against Us**

- a) No one may bring an action against us unless there has been full compliance with all policy terms.
- b) No one may bring an action against us under **Coverage X—Liability Protection** unless the obligation of an insured person to pay has been finally determined either by judgment against the insured person after actual trial, or by written agreement of the insured person, injured person, and us.
- c) No one shall have any right to make us a party to an action to determine the liability of an insured person.

All other policy terms and conditions apply.

## Allstate Indemnity Company



**Allstate.**  
You're in good hands.

Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

### Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

#### Amendatory Endorsement—AP4813

In the General section, the Loss Reduction And Other Items provision is added:

##### Loss Reduction And Other Items

From time to time and at our sole discretion:

1. we may provide you, or allow others to provide you, with:

- a) items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, or other things of value designed to help you or other persons insured under this policy manage the risks you or they face, including, but not limited to, loss reduction or safety-related items; or
- b) items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, or things of any other type that we think may be of value to you or someone else insured under this policy.

2. we may make, or allow others to make, one or more of the following: charitable contributions, donations, or gifts:

These items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, charitable contributions, donations, gifts, or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers, and gift cards.

All other policy terms and conditions apply.

9/6/2012

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ICD21-3

Page 1



## Allstate Indemnity Company

Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

### Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

#### Policyholder Disclosure

##### Notice of Terrorism Insurance Coverage — AP3337-2

The federal Terrorism Risk Insurance Act, as amended, (the federal Act), establishes a temporary federal Program (the federal Program) providing for a system of shared public and private compensation for certain insured commercial property and casualty losses resulting from "acts of terrorism," as defined in the federal Act.

The federal Act defines an "act of terrorism" as an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Your insurance coverage includes coverage for losses caused by "acts of terrorism" to which the federal Program applies. This coverage is subject to all other terms, conditions, limitations and exclusions of your policy.

##### Disclosure of Federal Share of Compensation for Insured Losses

Insured losses caused by "acts of terrorism" to which the federal Program applies would be partially reimbursed by the United States Government under a formula established by the federal Act. Under that formula, the United States Government pays 85 percent of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the federal Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "acts of terrorism" to which the federal Program applies when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceeds \$100 billion, your coverage may be reduced to the extent permitted by the federal Act or any regulations promulgated thereunder.

##### Disclosure of Premium

The portion of your annual premium that is attributable to coverage for losses caused by "acts of terrorism" to which the federal Program applies is \$0.00.

## Allstate Indemnity Company



Policy Number: 9 95 244645 03/12 Your Agent: Steve Henderson Agt (662) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

### Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

***This Endorsement Changes Your Policy—Keep It With Your Policy***

#### **Landlords Package Policy – Vandalism Coverage – AS134**

For an additional premium and when your Policy Declarations lists this endorsement AS134 as being applicable, your Landlords Package Policy is amended as follows:

- A. Under Coverage A—Dwelling Protection and Coverage B—Other Structures Protection, Losses We Do Not Cover Under Coverages A and B, Item A. 18 is replaced by the following:

18. Vandalism, or loss caused by fire resulting from vandalism, if your dwelling is vacant or unoccupied for more than 90 consecutive days immediately prior to the vandalism.

- B. Under Coverage A—Dwelling Protection and Coverage B—Other Structures Protection, Losses We Do Not Cover Under Coverages A and B, the following is added to Item A. 19:

1) vandalism

- C. Under Coverage C—Personal Property Protection, Losses We Cover Under Coverage C, the following item is added:

Vandalism. However, we do not cover loss caused by vandalism, or loss caused by fire resulting from vandalism, if the dwelling is vacant or unoccupied for more than 90 consecutive days immediately prior to the vandalism.

- D. Under Section I Additional Protection, item 2 (entitled "Trees, Shrubs, Plants and Lawns"), the last sentence of the first paragraph is replaced by the following:

This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles, theft, vandalism, or collapse of a building structure or any part of the building structure.

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## Allstate Indemnity Company

Policy Number: 995 244645 03/12      Your Agent: Steve Henderson Agt (562) 280-0630  
For Premium Period Beginning: Mar. 12, 2014

### Policy Endorsement

*The following endorsement changes your policy. Please read this document carefully and keep it with your policy.*

#### Landlords Package Policy --Burglary Coverage--AS135-1

For an additional premium and when your Policy Declarations lists this endorsement AS135-1 as being applicable, your Landlords Package Policy is amended as follows.

- A. Under Coverage A--Dwelling Protection and Coverage B--Other Structures Protection, Losses We Do Not Cover Under Coverages A and B, item A. 17. is replaced by the following:

17. Theft or burglary.

However, we will cover loss caused by a burglar or burglars to property we cover under Coverage A--Dwelling Protection or Coverage B--Other Structures Protection, including the theft of property we cover under Coverage A or Coverage B by a burglar or burglars, if:

- a) your dwelling is completed and has not been vacant or unoccupied for more than 90 consecutive days immediately prior to the loss; and
- b) there is visible evidence of forcible entry to the exterior of the covered building structure or visible evidence of forcible removal of property covered under Coverage A- Dwelling Protection or Coverage B- Other Structures Protection caused by the breaking in or acts of a burglar or burglars.

- B. The following is added to Coverage C--Personal Property Protection, Losses We Cover Under Coverage C:

Burglary, including the theft of property we cover under Coverage C from within a covered building structure by a burglar or burglars, if:

- a) your dwelling is completed and has not been vacant or unoccupied for more than 90 consecutive days immediately prior to the loss; and
- b) there is visible evidence of forcible entry to the exterior of the covered building structure caused by the breaking in of a burglar or burglars.

All other policy terms and conditions apply.

5/12/14

360Value Replacement Cost Valuation AA2MA37.1

## Replacement Cost Estimate for: **LEKIMBERLY GIVENS**

Prepared by: User CLSDK@ALLSTATE.COM  
(clsdk@allstate.com@xm8\_4509a40c242840797588)  
Valuation ID: AA2MA37.1

### Owner Information

|   |   |
|---|---|
| Name: <b>LEKIMBERLY GIVENS</b>                | Date Entered: 05/12/2014                      |
| Street: <b>209 N 7 ST</b>                     | Date Calculated: 05/12/2014                   |
| City, State ZIP: <b>WEST HELENA, AR 72390</b> | Created By: User CLSDK@ALLSTATE.COM           |
| Country: USA                                  | (clsdk@allstate.com@xm8_4509a40c242840797588) |
| Policy #: <b>0995244645</b>                   | Owner: 71 XM8Profile (71@xm8profiles)         |

### General Information

|   |   |
|---|---|
| Most Prevalent Number of Stories: 2 Stories | Sq. Feet: <b>933</b>                          |
| Use: <b>Single Family Detached</b>          | Year Built: <b>1936</b>                       |
| Style: <b>Victorian</b>                     | Quality Grade: <b>Economy</b>                 |
| Cost per Finished Sq. Ft.: \$120.56         | Site Access: Average - No Unusual Constraints |

### Foundation

|  |   |
|--|---|
| Foundation Shape: <b>6-7 Corners - L Shape</b> | Foundation Type: <b>100% Crawlspace</b> |
| Foundation Material: <b>100% Block</b>         | Property Slope: None (0 - 15 degrees)   |

### Exterior

|   |  |
|---|--|
| Roof Shape: <b>Gable</b>                      | Number of Dormers: 0   |
| Roof Construction: 100% Wood Framed           | Roof Cover: <b>100% Composition - 3 Tab Shingle</b>          |
| Exterior Wall Construction: 100% Wood Framing | Exterior Wall Finish: <b>100% Siding - Cedar (Clapboard)</b> |

### Interior

|  |  |
|--|--|
| Average Wall Height: 9                                   | Interior Wall Material: <b>100% Drywall</b>              |
| Floor Coverings: <b>50% Carpet, 50% Hardwood - Plank</b> | Hardwood flooring exists beneath the finished floor: Yes |
| Interior Wall Finish: 100% Paint                         | Ceiling Finish: 100% Paint                               |

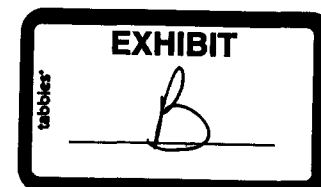
### Rooms

|                                  |                                    |
|----------------------------------|------------------------------------|
| Kitchens: 1 Medium - (11'x10')   | Bathrooms: 1 Full Bath             |
| Bedrooms: 2 Medium - (10'x10')   | Living Areas: 1 Medium - (18'x12') |
| Laundry Rooms: 1 Small - (7'x5') | Hallways: 1 Small - (10'x3')       |

### Room Details

|  |                                    |
|--|------------------------------------|
| Kitchen (Above Grade Room):  |                                    |
| Quality Adjustment: None   | Size: Medium                       |
| Appliances: 1 Garbage Disposal, 1 Dishwasher,<br>1 Range Hood, 1 Free Standing Range | Counters: 100% Plastic Laminate    |
| Bath (Above Grade Room):   |                                    |
| Quality Adjustment: None   | Size: Medium                       |
| Type: Full Bath  | Vanity Tops: 100% Plastic Laminate |
| Fixtures: 1 Acrylic/Fiberglass Tub/Shower Surr.                                      |                                    |
| Bedroom (Above Grade Room):  |                                    |
| Quality Adjustment: None   | Size: Medium                       |
| Bedroom (Above Grade Room):  |                                    |
| Quality Adjustment: None   | Size: Medium                       |
| Living Area (Above Grade Room):  |                                    |
| Quality Adjustment: None   | Size: Medium                       |
| Laundry Room (Above Grade Room):   |                                    |
| Quality Adjustment: None   | Size: Small                        |
| Hallway (Above Grade Room):  |                                    |
| Quality Adjustment: None   | Size: Small                        |

### Attached Structures



5/12/14

360Value Replacement Cost Valuation AA2MA37.1

## Porch #1:

Square Footage: 160

Covered: **100%**

Outdoor Fireplace: No

Material: **Cedar Decking Porch**

Enclosed: 0%

**Home Features**

Exterior Doors: 2 Exterior Doors

Electrical Features: 1 Electrical Service Size - 100 amp

**Windows**

7 Wood Single / Double Hung Medium (10 - 15 SF)

**Estimated Cost Breakdown**

Appliances: \$1,075.89

Electrical: \$3,986.77

Floor Covering: \$7,169.59

Heating/AC: \$471.28

Plumbing: \$4,282.83

Rough Framing: \$17,767.26

Permits: \$512.47

Demolition and Debris Removal: \$4,318.56

Exterior Finish: \$19,042.56

Foundation: \$5,807.81

Interior Finish: \$15,879.00

Roofing: \$1,832.00

Windows: \$3,091.06

Other Fees and Taxes: \$27,247.16

**Estimated Replacement Cost**

Calculated Value:

**\$112,484.24**

(\$109,265.86 - \$115,702.62)

powered by  
**360Value**

The estimated replacement costs above represent the approximated costs required to rebuild a similar structure generally described herein in the referenced geographic market. It includes pricing for labor, materials, applicable permits and fees, sales tax, and contractor's overhead and profit; it does not include costs for major excavation or land value. This estimate is intended to function as one of several sources of information in estimating a replacement cost and is not guaranteed to represent actual replacement costs in the event of damage or loss.

(Replacement cost includes all applicable permits, fees, overhead, profit, and sales tax)

14.4.20 PL:ARVMXV\_APR14

M|R  
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November 13, 2014

Phillip Allen  
Attorney at Law  
116 So. 4<sup>th</sup> St.  
P. O. Box 2602  
West Helena, AR 72390

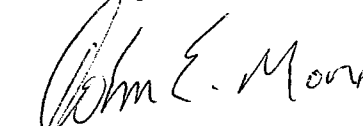
RE: Lekimberly D. Givens v. Allstate Insurance Company  
Phillips County Circuit No. 54CV2014-246  
Our File: Allstate; Givens (26931)

Dear Phillip:

This confirms our phone conversation November 11<sup>th</sup> in which you advised you could not stipulate to a claim in recovery for less than \$75,000.00 in this matter. Based on this, I will be attempting to remove this matter to federal court.

Best regards.

Sincerely,



John E. Moore

JEM/dln

EXHIBIT

C